

EXECUTION VERSION
SETTLEMENT COMMUNICATION, PROTECTED FROM USE IN EVIDENCE BY
EITHER PARTY UNDER FEDERAL RULE OF EVIDENCE 408 AND SECTIONS 44.405
& 90.408, FLORIDA STATUTES

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into as of January 4, 2022 by Plaintiff, Steven Brigati (“Plaintiff”) on behalf of himself and a Settlement Class (as defined below), and Defendants, Worcester Polytechnic Institute (“WPI”) and HFM, Inc. (“HFM” and with WPI, “Defendants”) on the other hand.

RECITALS

WHEREAS, on February 23, 2021, Plaintiff filed a putative class action in the United States District Court for the Southern District of Florida, captioned *Brigati v. Worcester Polytechnic Institute et al.*, No. 2:21-CV-14098-AMC-SMM (the “Action”), asserting claims for declaratory and supplemental relief, equitable accounting, and injunctive relief;

WHEREAS, Plaintiff made all claims against Defendants on behalf of a putative class of owners of equity memberships in The Legacy Golf & Tennis Club, Inc., formerly known as The Reserve Golf & Tennis Club, Inc. (“the Legacy Club”);

WHEREAS, Defendants deny any wrongdoing or liability to Plaintiff and to any Legacy Club Member, as well as the allegations in Plaintiff’s complaint, and contend that their conduct has been entirely lawful and proper;

WHEREAS, Plaintiff, individually and on behalf of the Settlement Class, desires to settle the Action and all matters within the scope of the Releases set forth herein, having taken into account the risks, delay, and difficulties involved in litigation;

WHEREAS, before commencing the Action, during the Action and while negotiating the Settlement provided for in this Agreement, Plaintiff’s Counsel has conducted a thorough examination and evaluation of the relevant law and facts to assess the merits of the pending and potential claims in the Action and has conducted a further investigation to determine how to best serve the interests of the Settlement Class in the Action;

WHEREAS, based upon the investigation of Plaintiff’s Counsel and Plaintiff’s consideration of the risks of continuing to litigate this Action, Plaintiff believes entering into this Settlement Agreement is in the best interests of the Settlement Class and is desirable;

WHEREAS, during the Action and while negotiating the Settlement provided for in this Agreement, Defendants’ Counsel have conducted a thorough examination and evaluation of the relevant law and facts to assess the merits of and defenses to the pending and potential claims in the Action. Defendants believe that it is desirable and in their best interests to settle the Action and all matters within the scope of the Releases in the manner and upon the terms and conditions provided for in this Settlement Agreement in order to avoid the continued expense, inconvenience, uncertainty, and distraction of litigation, and in order to put to rest the claims that have been asserted in the Action and/or are within the scope of the Releases;

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WHEREAS, Plaintiff acknowledges that none of the actions Defendants undertake to perform in order to settle the Action is an admission by either Defendant of the viability of any of Plaintiff's claims;

WHEREAS, as permitted by the Plan for the Offering of Memberships in The Legacy Club (the "Plan"), Defendants have elected to relinquish ownership, management and control of the Legacy Club, Inc. to the Settlement Class, in accord with the Plan's procedure for "Turnover," for the sum identified in paragraph 1.18 of this Settlement Agreement;

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, subject to approval by the Court, Plaintiff, individually and on behalf of the Settlement Class, and Defendants agree as follows :

I. DEFINITIONS

In addition to the terms defined above, the following terms are used in this Settlement Agreement:

1.01 "Active Equity Membership" means an equity voting membership in the Legacy Club from which the owner has not resigned and which the owner has not redeemed or transferred pursuant to Article X Section 13 of the By-Laws of the Legacy Club.

1.02 "Agreement" or "Settlement Agreement" means this Settlement Agreement.

1.03 "Class Counsel" or "Plaintiff's Counsel" means Elaine Johnson James of Elaine Johnson James, P.A.

1.04 "Class Member" means a member of the Settlement Class.

1.05 "Class Notice" means the notice of this Settlement to each Class Member that is contemplated by this Agreement.

1.06 "Counsel for the Defendants" includes Jennifer L. Chunias of Goodwin Procter LLP and Noel R. Boeke of Holland & Knight, LLP.

1.07 "Court" includes the Honorable Aileen M. Cannon of the United States District Court for the Southern District of Florida, Judge Cannon's designee and any judge to whom the Action later may be assigned.

1.08 "Defendants" means WPI and HFM.

1.09 "Final Approval" means the date by which the following events have occurred:

(a) The Court has issued all orders required by Federal Rule of Civil Procedure 23 to approve this Settlement Agreement;

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(b) No Party with a right to do so has terminated the Settlement Agreement.

1.10 “Final Approval Date” means the date upon which Final Approval occurs.

1.11 “Final Approval Order” means the order of the Court approving the Settlement Agreement.

1.12 “Party” means Plaintiff or Defendants, and “Parties” means Plaintiff and Defendants, collectively.

1.13 “Plan” means the Plan for the Offering of Memberships in the Legacy Golf and Tennis Club, Inc.

1.14 “Preliminary Approval” means the order or orders of the Court preliminarily approving the terms and conditions of this Agreement.

1.15 “Preliminary Approval Date” means the date on which the order or orders constituting Preliminary Approval are entered by the Court.

1.16 “Representative Plaintiff” means the named plaintiff in the Action, Steven Brigati.

1.17 “Settlement” means the resolution of all claims alleged in the Action and all matters set forth in this Settlement Agreement, and the completion of all conditions for Final Approval and all requirements set forth in the Final Approval Order.

1.18 “Settlement Amount” means Two Million Dollars (\$2,000,000), which is the amount the Representative Plaintiff will be obligated to pay WPI for the Settlement Class to obtain ownership of the Legacy Club if the Court gives Final Approval to the Settlement Agreement.

1.19 “Settlement Class” includes every entity and individual who, according to Defendants’ records, owns an Active Equity Membership in the Legacy Club, as of the Final Approval Date and who appears on the list of class members (the “Class Member List”). Plaintiff and Defendants estimate that the Settlement Class includes approximately 206 holders of Active Equity Memberships.

1.20 “Turnover” means the transfer of ownership, management, control and title to the facilities, personal property and real property of the Legacy Club.

1.21 The plural of any term defined herein includes the singular thereof and *vice versa*, except where the context requires otherwise. All references to days are to calendar days, unless otherwise noted. When a deadline or date falls on a weekend or a legal holiday, the deadline or date shall be extended to the next day that is not on a weekend or legal holiday.

II. SETTLEMENT PROCEDURES

A. Preliminary Approval.

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2.01 This Settlement Agreement must be fully executed on or before January 4, 2022, so that, before the Case Management Conference with Judge Cannon on January 12, 2022, Plaintiff's Counsel can move the Court to enter an order for Preliminary Approval substantially in the form of Exhibit A hereto ("Preliminary Approval Order"), which shall (a) preliminarily approve the Settlement memorialized in this Settlement Agreement as fair, reasonable, and adequate; (b) provisionally approve the Settlement Class, for settlement purposes only; (c) conditionally designate Representative Plaintiff as the representative of the Settlement Class and Plaintiff's Counsel as counsel for the Settlement Class; (d) set a date for a final approval hearing ("Court Approval Hearing"); (e) approve the proposed Class Notice attached hereto as Exhibit B and authorize its dissemination to the Settlement Class members; (f) continue the stay of all proceedings and deadlines in the Action, which are not related to effectuating the Settlement, until the Final Approval hearing; (g) set deadlines consistent with this Agreement for emailing the Class Notice, filing objections, filing motions, and filing papers required for the Final Approval hearing; and (h) prohibit and preliminarily enjoin Representative Plaintiff, all Settlement Class Members, Class Counsel, and Plaintiff's Counsel from commencing, prosecuting, or assisting in any lawsuit against the Released Persons that asserts or purports to assert matters within the scope of the Release during the time between entry of the Preliminary Approval Order and the Court's decision on the request for Final Approval. Defendants agree not to oppose the request the entry of the Preliminary Approval Order, provided it is substantially in the form of Exhibit A attached hereto.

B. Administration.

2.02 On or before January 4, 2022, Defendants shall prepare from the Legacy Club's records and transmit to Plaintiff's Counsel an Excel spreadsheet containing each Settlement Class Member's name, last known address, email address and telephone number.

2.03 No later than three (3) days before the deadline for initial emailing of the Class Notice contemplated under this Agreement, Class Counsel shall advise Defendants' counsel in writing of any objections to the Class Member List, so that such objections can be timely resolved, or an extension of the notice deadline secured, pending the resolution of such objections by the Parties or the Court.

2.04 Within three (3) days after the Preliminary Approval Date, Class Counsel shall email the Class Notice to each Class Member at the email address set forth on the Class Member List.

2.05 Class Counsel shall mail the Class Notice to the mailing address on the Class Member List for any Settlement Class member from whom an email is returned as undeliverable. If the Class Notice is thereafter returned by the Postal Service as undeliverable, Class Counsel shall re-mail the Class Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail within a reasonable time after return. If the returned mail does not reflect a forwarding address, Class Counsel shall have no obligation to re-mail, but shall provide Counsel for the Defendants with the names and addresses of the affected Class Members.

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2.06 Other than as set forth in this Section II of the Agreement, there shall be no other provision for notice of the Settlement.

2.07 Any Class Member who wishes to object to the Settlement must provide a written objection to the Settlement (“Objection”) to Class Counsel and Counsel for the Defendants, and file the Objection with the Court, on or before the deadline set by the Court for filing Objections. Each Objection must (a) set forth the Class Member’s full name, current address, and telephone number; (b) provide proof that the Class Member owns an Active Equity Membership in the Legacy Club; (c) state that the Class Member objects to the Settlement, in whole or in part; (d) set forth a statement of the legal and/or factual basis for the objection; and (e) provide copies of any documents that the Class Member wishes to submit in support of his or her position. Objections may be served and filed by counsel for a Class Member. Any Class Member who does not submit a timely Objection in complete accord with this Agreement, the Class Notice, and any order of the Court shall not be deemed to have made a valid Objection to the Settlement.

2.08 Any Class Member who wishes to appear at the Court Approval Hearing, whether *pro se* or through counsel, must file a Notice of Appearance in the Action, take all other actions or make any additional filings as may be required in the Class Notice, or as otherwise ordered by the Court, and provide the Notice of Appearance and other papers to Class Counsel and Counsel for the Defendants within the time set by the Court. No Class Member shall be permitted to raise matters at the Court Approval Hearing that the Class Member could have raised, but failed to raise, in an Objection or other paper. Any Class Member who fails to comply with this Agreement, the Class Notice, and any other order of the Court shall be barred from appearing at the Court Approval Hearing.

2.09 Settlement administration shall be conducted by Class Counsel, in collaboration with Counsel for the Defendants, except as otherwise provided in this Agreement.

2.10 For a period of forty (40) days after the Preliminary Approval Date, Class Counsel shall maintain an address or email address to receive inquiries with respect to the Settlement. Subject to the provisions of paragraphs 6.08 and 6.09 below and any order of the Court, the Parties and Class Counsel may respond to verbal or written inquiries initiated by individual Class Members concerning the Settlement at any time. Counsel for the Defendants shall also have the right to respond to verbal or written inquires directed to them by individual Class Members. Counsel for the Defendants shall copy Class Counsel on all written communications made to Class Members about the Settlement.

2.11 Defendants timely shall provide notice of the Settlement to the appropriate state and federal officials in accordance with the Class Action Fairness Act of 2005 (“CAFA”). *See* 28 U.S.C. § 1715. The Parties agree that Defendants are permitted to provide such notice as required by law to effectuate the Settlement and that giving such notice shall not be considered a breach of this Agreement.

C. Final Approval.

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2.12 Representative Plaintiff and Class Counsel timely shall move the Court to enter a Final Approval Order substantially in the form of Exhibit C attached hereto, which shall (a) finally approve the Settlement as fair, reasonable, and adequate; (b) give the terms of the Settlement final and complete effect; and (c) find that all requirements of state and federal law necessary to effectuate this Settlement have been satisfied. Defendants agree not to oppose entry of the Final Approval Order, provided it is substantially in compliance with the form of Exhibit C attached hereto.

2.13 The Final Approval Order, or a separate order, shall be entered enjoining Representative Plaintiff and all Class Members from commencing, prosecuting, or assisting in any lawsuit, administrative action, or any judicial or administrative proceeding against the Released Persons that asserts or purports to assert matters within the scope of the Release.

2.14 The Parties understand and agree (and, to the extent necessary, shall advise the Court) that no Final Approval Order may issue until at least ninety (90) days after the date all notices required under paragraph 2.11 above are served upon the appropriate state and/or federal officials under 28 U.S.C. § 1715.

2.15 At the Final Approval Hearing, Class Counsel shall present sufficient evidence to support the entry of a Final Approval Order.

2.16 Class Counsel agrees to provide drafts of any motions, memoranda or other materials to Counsel for the Defendants at least three (3) business days before submitting them to the Court. The Defendants shall have the right to provide whatever reasonable, good-faith comments on such motions, memoranda, or other materials they deem necessary, in their sole discretion, to protect their interests in the Settlement.

2.17 Within ten (10) business days of the entry of a Final Approval Order, (a) Defendants shall transfer ownership, management and control and title to the facilities, personal property and real property of the Legacy Club to Representative Plaintiff or his designee on behalf and for the benefit of the Settlement Class; and (b) to secure the Settlement Class's ownership of the Legacy Club, the value of which was of approximately six million two-hundred thousand dollars (\$6,200,000) when the property was last appraised, Plaintiff shall concurrently cause the Settlement Amount to be paid to Defendants, and Plaintiff shall dismiss the Action with prejudice. Plaintiff and the Class Members shall accept the Legacy Club in as-is condition, provided that Defendants must cause all outstanding loans owed by the Legacy Club and all liens against the Legacy Club or its real property to be satisfied before closing. The transfer documents effectuating the transaction contemplated by this paragraph shall be substantially in the form attached hereto as Exhibit D.

2.18 Each Party shall bear his or its own costs and attorneys' fees.

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III. SETTLEMENT BENEFITS

3.01 Subject to the terms and conditions of this paragraph 3.01 and paragraphs 3.02 to 3.04 below, and except as otherwise provided in this Agreement, each Class Member identified as of the Final Approval Date shall be deemed to be an owner of the Legacy Club pursuant to the terms of the Plan, as though Turnover has occurred pursuant to the Agreement of Turnover contained in the Plan.

3.02 Within ten (10) business days after the Final Approval Date, the sale of the Legacy Club shall be closed. Defendants shall transfer clean, marketable title of the Legacy Club, and all associated inventory, personal property and real property to Plaintiff on behalf of the Class Members. Plaintiff concurrently shall pay the Settlement Amount to Defendants, and Plaintiff shall dismiss the Action with prejudice.

3.03 Defendants agree not to withdraw any sums from any bank account held in the name of the Legacy Club or any of the businesses the Legacy Club operates, effective on December 11, 2021.

3.04 Defendants agree not to seek any sanctions from Plaintiff or any member of the Settlement Class pursuant to the November 2, 2021 Order adopting the Report and Recommendation of Magistrate Judge Shaniek M. Maynard, dated October 19, 2021.

IV. RELEASES

4.01 Upon Final Approval and transfer of ownership of the Legacy Club to Plaintiff on behalf of the Settlement Class, and in consideration of the promises and covenants set forth in this Agreement, Representative Plaintiff and each Class Member, and each of their respective spouses, children, executors, representatives, guardians, heirs, estates, successors, bankruptcy estates, bankruptcy trustees, predecessors, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf, and each of them (collectively and individually, the "Plaintiff Releasing Persons"), will be deemed to have completely released and forever discharged Defendants, and each and every one of their past, present, and future predecessors, successors, partners, assigns, subsidiaries, affiliates, divisions, owners, shareholders, officers, directors, vendors, employees, attorneys, insurers, and agents (alleged or actual) (collectively and individually, the "Defendant Released Persons"), from any and all past, present and future claims, counterclaims, lawsuits, set-offs, costs, losses, rights, demands, charges, complaints, actions, causes of action, obligations, or liabilities of any and every kind, including, without limitation, (i) those known or unknown or capable of being known, (ii) those which are unknown but might be discovered or discoverable based upon facts other than or different from those facts known or believed at this time, including facts in the possession of and concealed by any of the Defendant Released Persons, and (iii) those accrued, unaccrued, matured or not matured, all from the beginning of the world until the Final Approval Date (collectively, the "Plaintiff Released Rights"), that arise out of and/or concern (a) any Plaintiff Released Rights that were asserted, or attempted to be asserted, in the Action; (b) conduct, acts, and/or omissions (alleged or actual) by any of the Defendant Released Persons arising from or relating in any manner to

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Defendants' ownership and operation of the Legacy Club; (c) any practice, policy, and/or procedure (alleged or actual) of any of the Defendant Released Persons concerning the Legacy Club; (d) conduct, acts and/or omissions (alleged or actual) by any of the Defendant Released Persons relating to the Legacy Club; (e) all claims that were or could have been asserted in the Action arising from or relating in any manner to any conduct, act and/or omissions (alleged or actual) by any of the Defendant Released Persons relating to the Legacy Club; (f) all claims asserted in the Action; (g) any claim or theory that any act or omission by the Defendants (or any of them) arising from or relating to ownership and operation of the Legacy Club violates any statute, regulation, law and/or contract; and (h) any violation and/or alleged violation of state and/or federal law, whether common law or statutory, arising from or relating to the conduct, acts, and/or omissions described in this paragraph.

4.02 Upon Final Approval and transfer of ownership of the Legacy Club to Plaintiff on behalf of the Settlement Class, and in consideration of the promises and covenants set forth in this Agreement, each Defendant and each and every one of their past, present, and future predecessors, successors, partners, assigns, subsidiaries, affiliates, divisions, owners, shareholders, officers, directors, vendors, employees, attorneys, insurers, and agents (alleged or actual) (collectively and individually, the "Defendant Releasing Persons"), will be deemed to have completely released and forever discharged Representative Plaintiff and the owners of each Active Equity Membership and each of their respective spouses, children, executors, representatives, guardians, heirs, estates, successors, bankruptcy estates, bankruptcy trustees, predecessors, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf, and each of them (collectively and individually, the "Plaintiff Released Persons"), from any and all past, present and future claims, counterclaims, lawsuits, set-offs, costs, losses, rights, demands, charges, complaints, actions, causes of action, obligations, or liabilities of any and every kind, including, without limitation, (i) those known or unknown or capable of being known, (ii) those which are unknown but might be discovered or discoverable based upon facts other than or different from those facts known or believed at this time, including facts in the possession of and concealed by any of the Plaintiff Released Persons, and (iii) those accrued, unaccrued, matured or not matured, all from the beginning of the world until the Final Approval Date (collectively, the "Defendant Released Rights"), that arise out of and/or concern (a) conduct, acts, and/or omissions (alleged or actual) by any of the Plaintiff Released Persons arising from or relating in any manner to Defendants' ownership and operation of the Legacy Club; (b) any claim or theory that any act or omission by the owners of Active Equity Memberships (or any of them) arising from or relating to Defendants' ownership and operation of the Legacy Club violates any statute, regulation, law and/or contract; (c) any violation and/or alleged violation of state and/or federal law, whether common law or statutory, arising from or relating to the conduct, acts, and/or omissions described in this paragraph (d) any practice, policy, and/or procedure (alleged or actual) of any of the Released Persons concerning the Legacy Club; (e) conduct, acts and/or omissions (alleged or actual) by any of the Plaintiff Released Persons relating to the Legacy Club; and (f) all claims that were or could have been asserted in the Action arising from or relating in any manner to any conduct, act and/or omissions (alleged or actual) by any of the Plaintiff Released Persons relating to the Legacy Club.

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4.03 In addition to the provisions of paragraphs 4.01 and 4.02 above, the Releasing Persons hereby expressly agree that, upon Final Approval, each will waive and release any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to the following:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

To the extent that anyone might argue that these principles of law are applicable—notwithstanding that the Parties have chosen Florida law to govern this Settlement Agreement—the Defendants and the Plaintiff agree, and each Settlement Class Member will be deemed to agree, that, to the extent they are found to be applicable herein, all such principles of law or similar federal or state laws, rights, rules, or legal principles are hereby knowingly and voluntarily waived, relinquished, and released. The Defendants and the Plaintiff recognize, and each Settlement Class Member will be deemed to recognize, that, even if he, she, it or they may later discover facts in addition to or different from those which now are known or believed to be true, they nevertheless agree that, upon entry of the Final Approval Order, they fully, finally, and forever settle and release any and all claims covered by these Releases. The Parties acknowledge that the foregoing Releases were bargained for and are a material element of the Agreement.

V. REPRESENTATIONS AND WARRANTIES

5.01 In addition to the provisions herein, this Agreement and the Settlement shall be subject to judicial approval under Federal Rule of Civil Procedure 23. Until and unless this Agreement is dissolved or becomes null and void by its own terms, or unless otherwise ordered by the Court, Representative Plaintiff and Class Counsel represent and warrant to Defendants that they shall take all appropriate steps in the Action necessary to preserve the jurisdiction of the Court, use their best efforts to cause the Court to grant Preliminary and Final Approval of this Agreement as promptly as possible, and take or join in such other steps as may be necessary to implement this Agreement and to effectuate the Settlement. This includes the obligation to (a) oppose non-meritorious objections and to defend the Agreement and the Settlement before the Court and on appeal, if any; (b) seek approval of this Agreement and of the Settlement by the Court; (c) move for the entry of the orders identified in paragraphs 2.01 and 2.12 above; and (d) join in requesting the entry of such other orders or revisions of orders or notices, including the orders and notices attached hereto, as are requested by Defendants, subject to Representative Plaintiff's consent, which shall not be unreasonably withheld or delayed.

5.02 Each Party and its Counsel represents and warrants that he, she or it has full authorization and capacity to enter into this Agreement and to carry out the obligations provided for herein. Each person executing this Agreement on behalf of a Party, entity, or other person(s) covenants, warrants, and represents that he or she has been fully authorized to do so by that Party, entity, or other person(s). Each Party and its Counsel represents and warrants that he, she, it, or they intends to be bound fully by the terms of this Agreement.

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5.03 Each Party and his or its Counsel represents and warrants that they have not, nor will they, (a) attempt to void this Settlement Agreement in any way; or (b) solicit or encourage any person (natural or legal) to object to the Settlement.

5.04 All Parties and their Counsel represent and warrant that, following the Final Approval Date, they will comply with the terms of the Protective Order entered by the Court in the Action relating to the return or destruction of all documents and other discovery materials designated as Confidential by Defendants. Representative Plaintiff, Plaintiff's Counsel, Defendants and Counsel for the Defendants further represent and warrant that they will not use or seek to use (a) any confidentially designated discovery obtained from another party in the Action and/or (b) the fact or content of the Settlement in this Action in connection with any other claim, action, or litigation against any Released Person (excepting only actions to enforce or construe this Agreement).

5.05 Defendants represent and acknowledge to Representative Plaintiff that they will not oppose Plaintiff's requests for Preliminary and Final Approval of the Settlement Agreement, provided that the Preliminary Approval Order and Final Approval Order sought by Plaintiff are substantially in the forms of Exhibits A and C hereto.

5.06 The Parties shall jointly request the Court to reserve jurisdiction over the Parties to enforce this Settlement Agreement and afford relief to any Party aggrieved by the breach of a representation and warranty in this Section V.

VI. MISCELLANEOUS PROVISIONS

6.01 Except as specified herein, this Agreement and the Settlement provided for herein shall not be effective until the Final Approval Date. Until that time, and except as otherwise specifically provided for in this Agreement, Plaintiff shall have no obligation to pay or set aside any monies due or potentially due under the terms of this Agreement. Notwithstanding this provision, Defendants agree to be bound to paragraph 3.03 above, and will refrain from diverting any further sums from the Legacy Club, upon the signing of this Settlement Agreement.

6.02 This Agreement is entered into only for the purposes of settlement. Among other things, this Settlement Agreement reflects the compromise and settlement of disputed claims and defenses among the Parties, and nothing in this Agreement or any action taken to effectuate it is intended to be an admission or concession of liability by any Party or of the validity of any claim.

6.03 If the Court does not grant Final Approval of this Settlement Agreement, this Agreement shall become null and void. In that event, the Parties shall be absolved from all obligations under this Agreement, and this Agreement, any draft thereof, and any discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions leading to the execution of this Agreement shall have no effect and shall not be admissible in evidence for any purpose. In addition, (i) the status of the Action and the pleadings shall revert to the pre-settlement negotiation status quo; (ii) the agreements contained herein shall be null and void and shall not be cited or relied upon as an admission as to the propriety of class certification; and (iii)

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each Party shall have all rights, claims, and defenses that he or it had was asserting as of the date of this Agreement.

6.04 Each Party waives the right to appeal an order granting Final Approval of the Settlement Agreement, provided such Final Approval does not materially alter the terms of this Settlement Agreement. Each Party retains the right to appeal the denial of Final Approval of this Settlement. The Parties agree jointly to request the Court stay the Action pending any such appeal. The Parties agree to support and advocate for approval of the Settlement on appeal or in post-appeal proceedings to the same extent as they are bound herein to do so while the Action is before the Court. If an order approving the Settlement in a manner substantially consistent with this Settlement Agreement is entered after an appeal, such order shall be treated as a Final Approval Order.

6.05 Either Party may terminate this Agreement if the Court declines to enter the Preliminary Approval Order or the Final Approval Order.

6.06 The Agreement shall be terminable upon the mutual agreement of the Representative Plaintiff and Defendants.

6.07 If this Agreement is terminated, if Final Approval does not occur, or if the Final Approval Order materially alters the terms of this Settlement Agreement, then the Parties jointly shall request that the Court reinstate all orders and judgments vacated or modified as a result of this Agreement *nunc pro tunc*.

6.08 Representative Plaintiff and the Settlement Class Members shall not (a) issue, or otherwise cause to be issued, any press release, advertisement, Internet posting or similar document concerning the Action and/or the facts and circumstances that were the subject of, or disclosed in discovery in, the Action, except documents disbursed as part of the Class Notice or (b) make extrajudicial statements or seek media interviews concerning: (i) the Action; (ii) the facts and circumstances that were the subject of, or disclosed in discovery in the Action; and/or (iii) the Settlement of the Action, except that such statements may be made to individual Class Members in one-on-one communications or as part of the Class Notice. This provision shall in no way limit Class Counsel from discussing the legal issues raised in the Action or marketing legal services in accord with Florida Bar rules.

6.09 The Parties agree that nothing in this Agreement shall be construed to prohibit communications between Defendants and the Defendant Released Persons, on the one hand, and Class Members, on the other hand, in the regular course of business of the Defendants, the Defendant Released Persons or a Class Member.

6.10 This Agreement is intended to and shall be governed and interpreted under the laws of the State of Florida.

6.11 The terms and conditions set forth in this Agreement constitute the complete and exclusive agreement between the Parties and may not be contradicted by evidence of any prior or

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contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial proceeding to interpret this Agreement. Any modification of the Agreement must be confirmed and executed in writing by all Parties and served upon Counsel for the Defendants and Class Counsel.

6.12 This Agreement shall be deemed to have been drafted jointly by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

6.13 The waiver by one Party of any provision, right, or condition of this Agreement shall not be deemed a waiver of any other provision, right, or condition of this Agreement. The waiver by one Party of any remedies or recourse that Party may have in the event of a breach of any provision of this Agreement by another Party shall not be deemed a waiver of any remedy or recourse that Party may have in the event of a breach of any other provision of this Agreement.

6.14 This Agreement, and the Settlement provided for herein, shall not be admissible in any lawsuit, administrative action, or any judicial or administrative proceeding if offered to show, demonstrate, evidence, or support a contention that (a) the Defendants and/or any of the Released Persons acted illegally, improperly, or in breach of law, contract, ethics, or proper conduct; and/or (b) class certification is required or appropriate in any future lawsuit against the Defendants (or any of them) and/or any of the Released Persons.

6.15 This Agreement may be executed in counterparts, and each counterpart shall be deemed to be an original.

6.16 Neither Party has made any representation regarding the tax consequences of this Agreement. The Parties further understand and agree that each Party and each Class Member shall be responsible for his, her, its, or their own taxes, if any, resulting from this Agreement and any payments made pursuant to this Agreement.

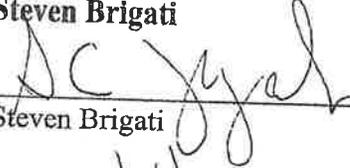
6.17 The Parties shall request the Court to retain jurisdiction to enforce this Agreement. In the event any proceeding is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover from the other Party damages arising from any breach of the Agreement, and his, her, or its reasonable attorneys' fees and costs.

6.18 (i) Defendants and (ii) Representative Plaintiff acknowledge that each has been represented and advised by independent legal counsel throughout the negotiations that have culminated in the execution of this Agreement and that each has voluntarily executed the Agreement. Each Party has negotiated and fully reviewed the terms of this Agreement.

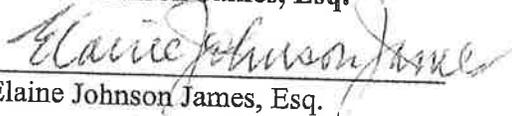
IN WITNESS WHEREOF, the Parties have entered into this Settlement Agreement on the date first above written, and have executed this Settlement Agreement on the date indicated below each respective signature.

EXECUTION VERSION
SETTLEMENT COMMUNICATION, PROTECTED FROM USE IN EVIDENCE BY
EITHER PARTY UNDER FEDERAL RULE OF EVIDENCE 408 AND SECTIONS 44.405
& 90.408, FLORIDA STATUTES

REPRESENTATIVE PLAINTIFF:

Steven Brigati

Steven Brigati
Date: 1/4/22

PLAINTIFF'S COUNSEL:

Elaine Johnson James, Esq.

Elaine Johnson James, Esq.
Date: Jan. 4, 2022

ELAINE JOHNSON JAMES, P.A.
P.O. Box 31512
Palm Beach Gardens, FL 33420

DEFENDANTS:

WORCESTER POLYTECHNIC
INSTITUTE
David Bunis

By: David Bunis
Title: Senior Vice President and General
Counsel

Date: January 4, 2022

HFM, INC.
David Bunis

By: David Bunis
Title: Senior Vice President and General
Counsel

Date: January 4, 2022

DEFENDANTS' COUNSEL:

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Jennifer Chunias, Esq.
Date: January 4, 2022

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Noel R. Boeke
Date: 1/4/22

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