

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

**STEVEN ERIC KIRCHNER,  
ELIZABETH LEE KIRCHNER, and  
NAZRET Z. GEBREMESKEL,**

**individually and on behalf of  
all other persons similarly situated,**

**Plaintiffs,**

**vs.**

**WYNDHAM VACATION RESORTS,  
INC.,**

**Defendant.**

**Case No. 20 –**

**JURY TRIAL DEMANDED**

**CLASS ACTION COMPLAINT**

Plaintiffs, Steven Eric Kirchner, Elizabeth Lee Kirchner (Kirchners), and Nazret Z. Gebremeskel (Gebremeskel), individually and on behalf of all other persons similarly situated, allege on personal knowledge, investigation of their counsel, and on information and belief, as follows for their Complaint against Defendant Wyndham Vacation Resorts, Inc. (Wyndham).

**NATURE OF ACTION**

1. This is a class action against a Delaware corporation alleging uniform and common material omissions in the sales presentations that it makes to timeshare Owners in the States of Nevada and Tennessee. The claims are brought under the Nevada Deceptive Trade Practices Act and the Tennessee Timeshare Act. The named Plaintiffs attended Wyndham sales presentations in these two States and signed their contracts in the two States.

2. In its Nevada and Tennessee presentations, Wyndham intentionally and consistently

makes one fundamental omission. It fails to disclose to prospective Wyndham timeshare owners that instead of purchasing Wyndham timeshares for an average price of \$21,000 that they can often obtain equal or greater access to Wyndham resort destinations at an equal or lesser cost without buying timeshares. Consumers can achieve this result by booking through public websites such as [tripadvisor.com](https://www.tripadvisor.com).<sup>1</sup> Prospective owners are not told of the significant availability issues of trying to book through the Wyndham Owner website, [myclubwyndham.com](https://myclubwyndham.com). Nor are they told that due to ever increasing annual maintenance fees, it will be often be cheaper to go to the same destinations without being a Wyndham timeshare Owner.

3. Instead, during high pressure sales presentations that take up to six or seven hours, Wyndham repeatedly conveys the opposite message, ie. that Owners will save money on vacations by buying Wyndham timeshares and that they will have great flexibility with the option of choosing many different available resorts. It is not adequately disclosed that they will often have to book a year or more in advance and that many destinations will not be available to them on the Owner website, [myclubwyndham.com](https://myclubwyndham.com), but that the same destinations will be available to them at the same desired time on public websites.

4. In short, the reality of Wyndham timeshare ownership is the opposite of what is represented in Wyndham sales presentations. Owners are locked into timeshare ownership that has limited availability of destinations, often requires that bookings be made a year or more in advance, and results in Wyndham Owners paying more for vacations than they would on public travel websites.

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<sup>1</sup> Average cost of Wyndham time share as reported in November 28, 2018 Wyndham press release. See <https://www.wyndhamdestinations.com/us/en/news-media/press-releases/millennials-are-buying-a-lifetime-of-vacations-for-less-than-the-cost-of-a-peppermint>. (Last visited March 23, 2020.)

5. Moreover, due to increases in maintenance fees, Wyndham owners end up with timeshare ownerships that have negative value.

6. As a result of these omissions, Wyndham is able to sell timeshare points at prices ranging from \$15,000 to \$25,000, while the same number of points can be purchased on ebay for amounts as little as \$1.

7. Wyndham's practices are so widespread that a cottage industry of timeshare exit companies has developed promising to get people out of timeshares. Unfortunately, many of these exit programs are just as deceptive as the original timeshare sales pitches. Faced with a massive number of claims, Wyndham has inserted mandatory arbitration clauses into more recent contracts to cut off class actions. This action is brought on behalf of purchasers who signed contracts in Nevada and Tennessee who do not have class action waiver clauses.

8. Wyndham's timeshare sales policies and practices are consistently deceptive and misleading. Wyndham omits to disclose material information about fundamental aspects of its timeshare program including the minimal resale value of timeshare points, the persistent availability issues, the true nature of maintenance fees, and the cost of travel through Wyndham timeshare ownership versus websites such as trivago, trip advisor and google.

9. Wyndham's business model is premised on the false assumption that you can lie to consumers to get them to sign confusing, vague and ambiguous boilerplate contracts and that because then there is a written agreement purportedly disclaiming all falsehoods, you have no liability for the lies. This is not the law.

10. Wyndham says anything to get people to sign contracts. It refuses to let them out when they realize they have been deceived. The practices are particularly damaging to senior

citizens and retirees, many of whom borrow heavily to finance their purchases, sometimes taking out home equity mortgages to come up with the money to pay Wyndham, and who face the prospect of bankruptcy when Wyndham refuses to let them out of boilerplate contracts.

11. Wyndham has been heavily sanctioned for its deceptive practices through state government penalties, orders requiring rescission of purchase contracts and a \$20 million verdict in a whistle blower case. Instead of reforming its practices, it has doubled down on its deceptions.

12. Since 2003, there has been a steady drum beat of adverse awards against Wyndham as well as settlements forcing it to pay damages, penalties and grant rescission.

13. In October 2003, the California Attorney General and the District Attorney for the County of San Mateo sued Trendwest Resorts, the predecessor of Wyndham, for its unlawful sales practices and material misrepresentations. The case was settled with Trendwest agreeing to an injunction barring it from further violations and requiring it to offer rescission to customers. It also had to pay \$795,000 in civil penalties. The estimated total value of the settlement was \$ 4.3 million. The California Attorney General issued a Press Release about the settlement saying “Trendwest [predecessor to Wyndham] misled consumers through deceptive sales practices and non-disclosure, and illegally denied consumers the ability to cancel their contracts.” Trendwest Will Pay Restitution to Consumers and \$795,000 in Civil Penalties”, October 29, 2003, <https://oag.ca.gov/news/press-releases/attorney-general-lockyer-settles-lawsuit-against-one-worlds-largest-timeshare>. (Last visited August 10, 2019.)

14. In 2007, California customers sued Wyndham in a class action. The case settled on a class basis. (*Wixon et. al. v. Wyndham Resort Development Corp.*, N. D. Cal. Case No. C 07-02361.) The settlement class consisted of California residents, and persons who entered into

transactions in California, who bought Worldmark timeshare interests from Wyndham. The settlement was for persons who purchased timeshares before November 5, 2006. Wyndham agreed to cancel 22 million vacation credits; it made changes to its timeshare program; and it agreed to pay class counsel up to \$5 million in legal fees.

15. In 2015, the State of Wisconsin sued Wyndham for rescission of timeshare purchase contracts with 29 owners. As part of a settlement, Wyndham agreed to pay \$665,000 in restitution, a \$99,520 civil fine, \$62,702.20 in fees and costs, and to rescind the contracts. (Sauk County Wisconsin Case No. 2015CX000005). The Wisconsin Department of Agriculture, Trade and Consumer Protection alleged that Wyndham sales personnel had made misrepresentations inconsistent with purchase contracts, telling customers gift incentives were available for one day only, and not disclosing on first contact with prospects that a timeshare sale was being offered. The restitution and debt relief was as high as \$84,698 for one Madison, Wisconsin couple. After the settlement, Wyndham issued a press release promising to “meet the highest standards of fairness and transparency to consumers”.

[https://www.wiscnews.com/news/local/crime\\_and\\_courts/wyndham-settles-consumer-complaints-for/article\\_c041b926-efda-53da-8d61-5560c7fc3718.html](https://www.wiscnews.com/news/local/crime_and_courts/wyndham-settles-consumer-complaints-for/article_c041b926-efda-53da-8d61-5560c7fc3718.html) (Last visited August 13, 2019.)

16. In 2016, a Wyndham whistle blower employee was awarded \$20 million (*Williams v. Wyndam Vacation, Ownership, Inc.*, San Francisco Superior Court, Case No. CGC- 12-526187) after being wrongfully terminated. The whistle blower exposed that Wyndham defrauded elderly customers, opened and maxed out credit cards without their knowledge, and lied about fees. In its rulings on post-trial motions, the court found that “Wyndham’s San Francisco site was defrauding many customers, mainly the elderly... When timeshare sales were off,

Wyndham had ‘TAFT Days’ – “Tell Them Any Frigging Thing”. (See *Williams, supra*, Slip Op. at pp. 1-2 dated March 10, 2017 attached as **Exhibit A**.)

### **PARTIES**

17. Plaintiffs Steven Eric Kirchner and Elizabeth Lee Kirchner are residents of the State of South Carolina. They executed their Wyndham timeshare contract entitled, “Security Agreement, ClubWyndham Access Vacation Ownership Plan, Retail Installment Contract, Purchase and Security Agreement (Tennessee)”, **Exhibit B**, on or about February 11, 2018 in Tennessee.

18. Plaintiff Nazret Z. Gebremeskel lives in the District of Columbia. She signed her “Security Agreement, ClubWyndham Access Vacation Ownership Plan, Retail Installment Contract, Purchase and Security Agreement (Nevada)”, **Exhibit C**, on or about September 2, 2017 in Las Vegas, Nevada. By filing this suit, Plaintiffs are requesting cancellation of their contracts in addition to all such requests previously made.

19. Defendant Wyndham is a Delaware corporation. Its principal office is at 6277 Sea Harbor Drive, Orlando, FL 32821.<sup>2</sup>

### **JURISDICTION AND VENUE**

20. This Court has subject matter jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2). This is a civil action in which the matter in controversy exceeds the value

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<sup>2</sup>The holding company for Wyndham is a publicly traded company known as Wyndham Destinations Inc. Wyndham Destinations Inc. is also a Delaware corporation. On or about March 19, 2018, Wyndham Worldwide announced its filing of a Form 10 Registration Statement whereby it was separated into two public companies. One public company which owns and operates hotels was the Wyndham Hotel Group which became known as Wyndham Hotels and Resorts, Inc. The other public company which offers timeshares is Wyndham Destinations Inc.

of \$5,000,000, exclusive of interests and costs. At least one class member is a citizen of a state that is different from the state of citizenship of Wyndham.

21. Defendant Wyndham is subject to jurisdiction in this District by virtue of its Delaware incorporation.

22. Plaintiff Gebremeskel was one of the named plaintiffs in a previously filed class action styled, *Deneen et al. v. Wyndham Vacations Resorts, Inc.* (No. 19-cv-5499 N.D. Ill.). Wyndham moved to dismiss for lack of personal jurisdiction in Illinois. Wyndham stated that the case needed to be filed either in Delaware or Florida which is why this case is being filed in Delaware. The Illinois court dismissed the case without prejudice on personal jurisdiction grounds without any ruling on the merits of the claims. The court allowed discovery to proceed on class certification issues. Substantial discovery was completed on class certification issues. The Illinois case sought to certify a national breach of contract class, and a consumer fraud class of Illinois and District of Columbia residents. The claims and classes pled here are narrower.

23. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c) because Defendant is incorporated in Delaware. Witnesses reside in the District of Columbia, South Carolina, Nevada, Tennessee and Florida. Wyndham maintained in Illinois that any suit should be filed in Delaware or in Florida. Plaintiffs' choice of venue should be given deference.

### **FACTUAL ALLEGATIONS**

24. Wyndham is the largest timeshare ownership program in the world with 925,000 members and over \$5 billion in revenue in 2017. It develops and operates a portfolio of over 220 resorts throughout the world with 25,000 individual units. Wyndham markets and sells vacation ownership interests in the form of points, provides consumer financing in connection with the sale

of points, provides property management services to the purchasers, and develops and acquires vacation ownership resorts.

25. On August 2, 2017, Wyndham Worldwide issued a press release that it would separate into two publicly traded companies. It announced that Wyndham Vacation Ownership would be the world's largest publicly traded timeshare company. Wyndham Vacation Ownership joined with RCI. RCI was the world's first and largest vacation exchange network with over 4,300 affiliated properties in more than 100 countries. The joinder of Wyndham Vacation Ownership and RCI was to provide purchasers of Wyndham points with the widest possible availability of timeshare units for vacation usage. In the press release announcing the change, Michael Brown, CEO of Wyndham Vacation Ownership, stated:

By joining the largest timeshare company in the world with the largest timeshare exchange network and connecting them seamlessly to the Wyndham Rewards platform, we will be positioned to provide the widest variety of vacation opportunities to our owner base and network affiliates..

*Wyndham Worldwide Announces Plan to Become Two Publicly Traded Hospitality Companies*, Wyndham Destinations Press Releases (August 2, 2017),

<https://www.wyndhamdestinations.com/news-media/press-releases/wyndham-worldwide-announces-plan-become-two-publicly-traded-hospitality> (last visited Aug. 6, 2019) (Exhibit D hereto.)

26. On its website, Wyndham Destinations Inc. boasts that it has over 4,300 vacation destinations, over 20 brands, and that as the world's largest vacation ownership, exchange and rental company, it makes every trip a perfect vacation experience.

<https://www.wyndhamdestinations.com/us/en> (Last visited Aug. 6, 2019).

### **WYNDHAM'S BUSINESS MODEL**

27. In the traditional timeshare business model, a participant purchased a fractional



interest in a specific piece of property. The member would own the right to a specific week of occupancy in a particular unit in a specific identified property. The participant could then be entitled to trade that week of ownership for a week in another property. However, if the member did not trade his or her week, he or she was guaranteed the right to stay in the identified week in the identified property.

28. In the Wyndham model, participants purchase points which are supposed to be currency to stay at any Wyndham or affiliated resort throughout the world. Fundamental to the Wyndham sales and marketing pitch is that purchasers will have a dizzying array of choices and will be able to stay at their desired property wherever it might be. Purchasers buy points so they can travel to their desired location whether it is Scotland, Colorado, Hawaii or some other place. In fact, desired destinations are not available at the desired time and have to be booked sometimes as much as a year in advance, assuming they are even available. The sales pitch is false and misleading.

29. The business practice of Wyndham is to focus on selling points, rather than managing the destinations and making them available to members. Wyndham makes more money by selling new timeshares than by making accommodations available to existing timeshare Owners. Wyndham members find that there is little availability. When they complain, Wyndham's response is that they need to buy more points. Wyndham members are subject to a lifelong frenzied marketing pitch to buy more points and upgrade their membership. When a member arrives for a vacation at a destination, the sales pitch starts before they have even parked their car. A common Wyndham ploy is not to give a parking pass to a member until they agree to attend an "owner update meeting". The purported owner update meeting is nothing more than another high-

pressure sales presentation to get them to buy more points.

30. If Wyndham members manage to get parking passes without committing to attending a sales meeting, they are constantly harassed with phone calls to their rooms and marketing materials under their doors to attend more sales meeting. These meetings last most of a day and do not conform to most consumers' idea of a vacation day.

### **THE MISLEADING AND DECEPTIVE WYNDHAM SALES PRESENTATIONS**

31. The Wyndham sales presentations follow the same pattern. The key elements are:

- a. As was the case in the State of Wisconsin action, prospects are not told up front that they will be attending a lengthy high-pressure Wyndham timeshare sales meeting, otherwise, few, if any, people would show up;
- b. Prospects staying at a Wyndham owned hotel or resort are enticed to attend the timeshare sales meeting by the offer of a free gift, free trip, discount coupon or prize;
- c. Purchasers are lied to about how long the meeting will last, the sale pitch is that if you just attend this one hour or ninety-minute meeting, you will "earn" the offered gift or prize;
- d. In reality, the sales presentations usually last five or six hours;
- e. Potential customers are physically worn down by the length of the meetings;
- f. The Wyndham strategy is to break down the prospective purchaser's resistance to buying by relentless physical and psychological pressure;
- g. Prospects are told that they need to buy for the sake of their children, to be able to leave the points to their children, to spend time with their families and to fulfill their dreams of being able to vacation anywhere in the world;
- h. People are kept in the meetings for hours at length by free food, the offered gifts and a never-ending barrage of "special" bonus points if they sign a contract right away.
- i. Attendees at sales presentations are not excused when the promised one to two-hour limit is met. Where attendees were lured to attend the sales presentation by an offer of "free" accommodations, in order for them to leave, Wyndham sales personnel typically

must sign a document that the attendee met the presentation requirements. Otherwise, the attendee will be billed the full amount of the “free” accommodations;

j. Whenever someone shows resistance, the sales person leaves to consult with a manager and then comes back to offer special bonus points, some type of additional prize or gift, and the offer of a higher level of membership;

k. The sales pressure is relentless throughout the day;

l. Wyndham makes it difficult for people to leave by the threat of losing their prizes, and other tactics such as checking in purses and transporting attendees in vans to off-site locations so they have no simple way to return;

m. One-on-one sales pitches are made throughout the day and a prospective purchaser is often assigned one person who stays with them the entire time to befriend them; and,

n. A false sense of urgency is created with repeated use of phrases such as “one time offer” and “today only” to create the impression that prospects can never have the same opportunity again.

32. If this was all there was to it, it would simply be a high-pressure sales environment akin to being locked in new car dealership for most of the day. However, individuals are repeatedly lied to about the material elements of the program including misrepresentations that points will not expire, that units will be available, that maintenance fees will not increase, that long advance booking time is not required, and that points are easily transferable or marketable. They are then presented with a two or inch three stack of contract documents to sign which supposedly reverse all of the affirmative representations, and tell the Owners the opposite of what they have just heard in the six to eight-hour sales presentation. As a practical matter, having been worn down by the all-day sales presentation, given limited food during the day, and being handed contract documents that approach one hundred or more pages in length, Owners do not have the time to read these documents.

33. What the written contract documents fail to disavow are the fundamental material

omissions and failure to disclose that (a) Wyndham time share ownership has limited or negative value, (b) that consumers are often better off using public travel sites such as tripadvisor.com or the free Wyndham Rewards site, and (c) that Wyndham points are valued at next to nothing on ebay. For instance, 84,000 annual Wyndham points secured a bid of \$1 on ebay. **(Exhibit E.)** In contrast, due to the material omissions in the Wyndham sales presentation, the Kirchner Plaintiffs were induced to pay \$15,500 for their 84,000 points.

34. First person narratives about the common omissions at Wyndham sales presentations abound on the web as well in the complaints filed with state regulators. They tell a common story that the omissions encountered by the named Plaintiffs are typical for putative class members. In a written statement by Kathryn Bryan of Oregon, Ohio filed with the Florida Division of Consumer Affairs on September 5, 2018, she describes the omissions:

We met with Brett Sherman who described the benefits of owning Wyndham points, how Wyndham was continuously purchasing resort properties for its owners, and how reasonably priced Wyndham points were. We were about to leave when the sales manager came over and stated that if we purchased 154,000 points at that meeting, he would allocate an additional 154,000 bonus points which would put us in a Silver Owner level.

We were told that by doing this it would allow us to stay at any of the Wyndham properties around the world. Later we found out this was totality [sic] not true, but the lie did come to light until we tried to book a week stay in Hawaii for our anniversary. **(Exhibit F.)**

35. Kathryn goes on to describe “owner update” meetings which were promised to last ninety minutes. Purchasers were enticed to attend with \$50 gift cards. The meetings actually lasted four and one-half hours. Her narrative continues with descriptions of subsequent sales meetings. She confronted a senior sales manager with misrepresentations made by Wyndham representatives in prior meetings. He responded:

"Maybe so, but these people are no longer here. And whatever they told you we do not have to honor'. He in essence told us that we had been lied to but then said that he could help us get out of this situation if we purchased an additional 210,000 points. ...

We were accompanied to the finance office by all three salespersons. It felt like we were under arrest or going to the firing squad. All we wanted to do was straighten out the lies that we had been told that the other salespeople had told us and get the mess cleaned up. We deposited an additional \$3842.69 and financed the additional points for \$34,807.01 ...

The additional points and our Platinum status would guarantee us reservations at the Emerald Grade any time of the year even in the winter months. The sales manager did not tell us that Wyndham had only taken over a certain number of 2/3/4 bedroom units (no 1 bedroom units).

We had to discover this on our own when we attempted to book a one week stayed [sic] there and called the Emerald Grande directly. **We were informed they could not accommodate us in any unit for an indefinite period of time no matter what our level with Wyndham.**

**(Yet more omission/ misrepresentation of facts) But you know it can't even be called that. It is just out-and-out lying. (Exhibit F- emphasis supplied.)**

Kathryn's statement highlights the misleading and deceptive Wyndham tactics. Its sales people routinely falsely tell purchasers that the solution to their availability problem is to spend more money for more points.

36. Wyndham sales people are trained to make misrepresentations and omissions. The whistle blower complaint filed by former Wyndham sales people Patricia Williams and Steve Gutfield against Wyndham (Superior Ct. State of California, San Francisco County Case No. CGC 12-526187)( **Exhibit G** hereto) lays this out in excruciating detail. Plaintiffs state in their First Amended Complaint :

... Ms. William overheard other sales associates making illegal and false representations to various customers. ... For example, some owners were informed if they increased their points (points are used to establish eligibility for various products), they could do so at essentially no cost. ...

Other member services representatives falsely represented that they were going to be reducing the monthly statements for owners or that maintenance fees would be 'capped', when in fact such payments were actually being deferred or they were subject to increases. These 'lower monthly payments' schemes in reality were simply a way to fraudulently induce customers into buying more services and borrowing more money.

Williams First Amd. Complaint ¶17.

37. The Williams Plaintiffs go on to allege that Wyndham knew of, sanctioned and encouraged the fraudulent behavior in order to drive up sales. Numerous supervisors and managers were aware of the conduct. Indeed, sales manager Steven Savino began "conducting training meetings in which he taught employees how [to] use unethical methods for selling timeshares..." William First Amd. Complaint ¶22, 24.

**PLAINTIFFS STEVEN AND ELIZABETH KIRCHNER**

38. The Kirchners live in Sumter, South Carolina. Steve Kirchner works for Microsoft and is a designated support engineer for the United States Air Force Central Command Network Operations Security Center.

39. The Kirchners were offered a two-day promotional trip by Wyndham to stay at a Wyndham location in Pigeon Forge, Tennessee. The offer required that they attend what was billed as one to two-hour sales presentation. In fact, the presentation took closer to five hours.

40. The Kirchners were subject to the same type of Wyndham high pressure sales presentation described above. They initially declined to purchase Wyndham points, but Wyndham told them there was a special deal available for that day only, that they would get extra bonus points if they signed up, and the cost of the contract was lowered by half from its original price.

41. The Kirchners were told that they would be saving money on vacations by becoming Wyndham owners and that they would have great flexibility in when and where they could travel to Wyndham resorts.

42. Nothing was said about public travel websites offering equal availability or better availability at an equal or better price. Nor was anything said about the value of the Wyndham ownership being de minimis and actually going negative over time.

43. The Kirchners purchased 84,000 points for \$15,500.

44. The Kirchners have been unable to book their desired Wyndham destinations at their desired times. They have requested cancellation of their contract, but Wyndham refuses to cancel it.

45. More disturbingly, the Kirchners have discovered that their Wyndham timeshare ownership is actually going to have negative economic value. They calculated that the annual dollar value of their 84,000 points is about \$870. This calculation is based on how much it would cost them to pay in dollars for the Wyndham rooms they can book with 84,000 points – assuming availability exists allowing them to use the points. However, their annual maintenance fee is \$707 and keeps increasing every year. Thus, after paying the maintenance fee, the current annual economic benefit of the Wyndham ownership for which they paid \$15,500 is about \$163 (\$870 minus \$707).

46. At the current rate of maintenance fee increases, maintenance fees will exceed \$870 within four years. In other words, the Kirchners will be better off owning no Wyndham timeshare contract than owning one. It will be cheaper for them to book vacations at Wyndham resorts without ownership than with ownership. This fundamental fact was never disclosed to them. It

explains why the current bid for 84,000 Wyndham timeshare points is \$1 on ebay. This same type of problem exists for other members of the proposed class.

47. The further problem that was never disclosed to the Kirchners is that they find that Wyndham destinations are often available to members of the general public and not available to Wyndham timeshare owners. For instance, they recently searched for Wyndham resort destinations in the Orlando area for the week of April 20, 2020. They found that accommodations were available at the Club Wyndham Orlando International and Club Wyndham Bonnet Creek Resort through the free Wyndham Rewards website, but not available through the Wyndham timeshare Owner site. It would have been better not to have paid \$15,500 for a Wyndham timeshare, and instead simply be a Wyndham Rewards member for free.

#### **PLAINTIFF GEBREMESKEL**

48. Plaintiff Nazret Gebremeskel (Naz) lives in the District of Columbia. She works for the District of Columbia as an unemployment claims examiner.

49. In September 2017, she was vacationing in Las Vegas, Nevada and wanted to buy tickets for Cirque du Soleil. The ticket seller told her that she would be eligible for discount tickets if she agreed to attend a ninety-minute presentation where breakfast would be served. The event was a marketing presentation by Wyndham to sell contracts in its timeshare program. Instead of lasting ninety minutes, the presentation lasted almost seven hours. It began at 9:00 a.m. and was not over until 4:00 p.m. When Naz was at the meeting, a Wyndham representative insisted on checking her purse. She was assigned a single sales agent who spent the whole day with her. Naz was transported by van from her hotel to the sales meeting at a Wyndham location. That made it difficult for her to leave the sales presentation. In its form letter denying purchasers



requests to rescind contracts, Wyndham states that no one is forced to stay at these sales presentations and that attendees are “free” to leave. The truth is that short of locking the doors, Wyndham does everything it can to discourage attendees from leaving.

50. Naz’s experience reflects how Wyndham sales presentations are notorious for their length and sales pressure. Individuals are enticed to attend by the offer of free gifts or vacation stays which are often hard to redeem. The sales pitch is promised to be short in length and then drags on for many hours. The sales personnel misrepresent the availability of vacation properties, misrepresent the cost and fees of the program, and create a false sense of urgency by stating that an offer is good for that day only. Misrepresentations are also made about resale value of the program, and the reservation process. These are the sales practices of Wyndham that led the States of California and Wisconsin to sue Wyndham for false and deceptive marketing.

51. The Wyndham sales presentation to Naz was true to form as a high-pressure marketing pitch. Various gifts and prizes were offered to induce Naz to sign a contract. She was offered bonus points, a tablet, and a trip to Las Vegas as incentives to sign a timeshare contract.

52. The following material facts were never disclosed to Naz:

<b>Omissions</b>
No disclosure was made that many times, it would be cheaper to book a flight or hotel through trivago.com or other public travel websites than through the Club Wyndham program.
No disclosure was made that fees would be required to transfer points for use with RCI, an affiliated timeshare company.
No disclosure was made that a Purchaser would have to wait to use points after signing contract.
No disclosure was made that approximately \$50 fee would be charged to transfer points to RCI.

53. Naz signed the “Security Agreement, ClubWyndham Access Vacation Ownership Plan, Retail Installment Contract, Purchase and Security Agreement” dated September 2, 2017 attached as **Exhibit C**. The total price to be paid for the 126,000 Points after finance charges is \$39,489.70. After signing the agreement, Naz discovered that it was cheaper to book flights to destinations such as Jamaica outside the Wyndham program using public websites that do not charge for points or membership.

54. She has tried to cancel her agreement, but Wyndham refuses to cancel it. She also paid \$4,595 to American Resource Management Group, LLC who told her they would be able to obtain cancellation of the Wyndham contract. American Resource failed to do so and is now in bankruptcy. (S.D. Fl. Bankr. Ct. Docket No. 19-14605.)

**THE OMISSIONS INVOLVING PLAINTIFFS ARE TYPICAL AND INVOLVE  
COMMON ISSUES OF LAW AND FACT WITH OTHER CLASS MEMBERS**

55. The omissions and misrepresentations made to Plaintiffs at the Wyndham sales meetings are typical of misrepresentations made to other Class Members. The same fraudulent representations and omissions are made time and again with uncanny regularity to Class Members. A recent public records request to the State of Florida, Division of Consumer Services, revealed consumer after consumer complaining of misleading sales practices relating to the use of Points, availability of destinations, advance booking time required, misrepresentations about the value of Points, and the misrepresentations about maintenance fees. Further, many of the complaining consumers are elderly and retired. (Copies of some of the complaints produced by the State of Florida are attached as **Exhibit H**.)

56. What follows is merely a sample of the many formal complaints against Wyndham. These complaints reflect the common nature of the Wyndham omissions and misrepresentations.

<b>Consumer</b>	<b>Consumers' Own Words</b>	<b>Subject of Misrepresentations</b>
Ronald Flater Grundy Center, Iowa	"greatly misrepresented"	Value of points Advance booking time required
John and Jayne Branscombe Bangor, Maine (80 year olds)	"lies"	Maintenance fees
Alberto and Nancy Bernal Auburn, California	"severely lied to"	Omissions in contract
Tim and Joy LaFleur Hallsville, Texas	"deceitful tactics" "falsehoods" "fabrications" "misrepresentations"	Maintenance fees Availability Value of points
Patricia Wheelock Webster, Florida (Elderly)	"very misrepresented" "lying" "false claims" "threaten me"	Availability
Carl and Connie Kluttz Gastonia, North Carolina	"all a huge lie" "misrepresented everything"	Value of points
David Kuebler Albuquerque, New Mexico	"lies and out-and-out deceit"	Value of points
Herbert Chapman Jr. Susan Pollard Surprise, Arizona	"deceived"	Maintenance fees
Linda and Frank Valencia	"we have been misled"	Maintenance fee

Germantown, Maryland		
Billie and Nina Davis Raeford, North Carolina	"false and misleading"	Availability
Lonnie Harrington Olive Branch, Mississippi	"Your company's mot[t]o must be: Tell them ANYTHING you have to get their names on the dotted line."	Availability Maintenance fee
William and Virginia Radford Bumpus Mills, Tennessee	"we have not been told truthful things"	Availability Advance booking time required Maintenance fees
Sandra Derr Lewes, Delaware	"Scam" Salesmen "lie outright to customers"	Value of points
Heather Bertolami Brookline, New Hampshire	"we were lied to"	Availability

57. Similarly, Wyndham timeshare owners have posted on line the comments quoted below which reflect the commonality of their experience with omissions at sales presentations. (A printed copy of these customer comments downloaded from the cited websites is attached as **Exhibit I** - emphasis supplied throughout.)

a. Cinthia from Wilder7/9/2019 11:07:24 am

Some misrepresentations and omissions they left out to get us to pay for this ridiculousness:

- Friends and family can go on vacation, HOWEVER WE HAVE TO BE PRESENT.
- They did not tell us **most locations are booked like a year in advance**. We can not book our vacations like that with our work.
- They left out the Club Dues
- They left out the maintenance fees**

<http://www.timeshareconsumerbureau.com/news/the-wyndham-timeshare-scam>  
(Last visited Aug. 6, 2019)

b. Wyndham Vacation Resorts / Timeshares / scam promise!

US Review updated: Jul 10, 2019

I am completely appalled by what I am about to tell you. Purchased a timeshare from fairfield fairshare plus resorts currently doing business as wyndham vacation resorts, rci, cendant inc (parent company). Being skeptical about the ease and worry free vacation promise, they promised big vacation savings, convenience, flexibility, and great customer service. All false. My main contention for buying this timeshare was my **inability to use it yearly and lengthy advance reservations. "no problem, you can bank up to 4 years of unused timeshare,"** they preached.

<https://www.complaintsboard.com/complaints/wyndham-vacation-resorts-timeshare-c59202.html> (Last visited Aug. 6, 2019)

c. Tracy Raines Sep 08, 2008

Wow! we bought the discovery vacation you know, just to try it out! We went on vacation once and that was it. By the time we were ready to use our last 76k points for a weekend getaway, BAM! Too late, **Don't have anything available and guess what! You have until February to use your points or they will expire!**

We ar 6mo later still paying on this package that we cannot even use. I wish I knew how to stop them from drafting anymore of MY money! When I complained to the person on the phone they put me in touch with another salesman that was willing to MAKE ME A DEAL!!! Trade up and use our 76K points as payment!!!"

<https://www.complaintsboard.com/complaints/wyndham-vacation-resorts-timeshare-c59202.html> (Last visited Aug. 6, 2018)

58. There has been a tsunami of Class Member complaints about Wyndham. In the last three years alone, the Better Business Bureau has received 2,165 complaints about Wyndham. <http://www.timeshareconsumerbureau.com/news/the-wyndham-timeshare-scam> has over 1,000 complaints about Wyndham. Wyndham Owners routinely complain that a requested property is not available through the Wyndham timeshare program, but can be booked outside the program through public websites such as trivago.com or booking.com.

59. Examples of purchaser comments about availability issues follow (with emphasis supplied throughout and printed versions of the comments attached as **Exhibit J**):

a. Carrie of Bothell, WA Verified Reviewer

Original review: Aug. 1, 2019

We purchased this timeshare because of the promise of increased ability to vacation with our kids or even get away alone every once in a while. It's been absolutely the opposite. It's impossible to navigate the system, **dates are always blocked out through the owner site but available on public sites**, membership doesn't even cover vacation so you have to upgrade to get any use out of it, and the customer service provided is abysmal. We regret this purchase so much and wish there was a way out of it.

[https://www.consumeraffairs.com/travel/wyndham\\_vacation\\_resorts.html](https://www.consumeraffairs.com/travel/wyndham_vacation_resorts.html)

(Last visited Aug. 6, 2019)

b. Butch4/3/2018 04:40:33 pm

**Get this, I just checked on a room at Wyndham Myrtle beach through Trivago for late June, no problem getting one.** Tried to book a room through Wyndham for the same date, **none available**.

<http://www.timeshareconsumerbureau.com/news/the-wyndham-timeshare-scam>

(Last visited Aug. 6, 2019)

c. Tamela Gx7/9/2019 12:24:04 pm

**It took us 2 years just to book a vacation** with our ownership. While on vacation when we aired our grievances to Wyndham, they suggested we upgrade to alleviate our problem and we listened, however, we still could not book. .... This company should be illegal. \$40,000 for 5 nights of vacation.

<http://www.timeshareconsumerbureau.com/news/the-wyndham-timeshare-scam>

(Last visited Aug. 6, 2019)

### **CLASS ACTION ALLEGATIONS**

60. Plaintiff Gebremeskel seeks to represent the following class under F.R. Civ. Pro.

23(b)(3):

All persons who signed Wyndham Security Agreements in Nevada within four years prior to the filing of this suit after attending Wyndham sales presentations

who have unsuccessfully requested cancellation of their contracts.

61. The Kirchner Plaintiffs seek to represent the following class under F.R. Civ. Pro.

23(b)(3):

All persons who signed Wyndham Security Agreements in Tennessee within four years prior to the filing of this suit after attending Wyndham sales presentations who have unsuccessfully requested cancellation of their contracts.

62. Plaintiffs reserve the right to modify the Class definition as they obtain further information through discovery.

63. Excluded from the Subclass are persons whose contracts were cancelled and persons whose contracts contain class action waiver clauses. Also excluded from the Class are Defendant and entities in which Defendant has a controlling interest, its agents and employees, the Judge to whom this action is assigned and any member of the Judge's staff or immediate family.

64. The number of Class Members is believed to be in the thousands, making the class so numerous that individual joinder of all Class Members is impracticable.

65. Plaintiffs are members of the proposed Class.

66. There are questions of law and fact common to Plaintiffs and to the proposed Class, including but not limited to the following:

- a. Whether material omissions and misrepresentations were made to Class Members at sales meetings;
- b. Whether Wyndham's actions have damaged Plaintiffs and Class Members;
- c. Whether Plaintiffs and Class Members are entitled to cancel their Agreements; and,
- d. Whether Plaintiffs and Class Members are entitled to declaratory, injunctive and

equitable relief to stop further unlawful acts.

67. Plaintiffs' claims are typical of the claims of Class Members.

68. Plaintiffs' interests do not conflict with those of Class Members. They will fairly and adequately protect the interests of Class Members. They are represented by counsel experienced in class action litigation.

69. Common questions of law and fact predominate over questions affecting only individual Class Members, and a class action is superior to other methods for the fair and efficient adjudication of this controversy.

70. The interest of Class Members in individually controlling the prosecution of separate claims against Defendant is small due to the time and expense necessary to pursue individual litigation. Management of these claims in a class action poses no significant impediments.

71. Defendant has acted on grounds generally applicable to the Class, thereby making final injunctive relief and corresponding declaratory relief with respect to the Class as a whole appropriate.

**COUNT ONE- VIOLATION OF NEVADA DECEPTIVE TRADE PRACTICES ACT**

72. Plaintiffs repeat and reallege paragraphs 1 to 71 above.

73. This count is brought on behalf of the class who signed contracts in Nevada.

74. Nevada Revised Statutes Section 598.0915 prohibits deceptive trade practices including making false representations in a transaction.

75. Nevada Revised Statutes Section 41.600 allows actions to be brought by a person who is a victim of consumer fraud which is defined to include acts prohibited by the Deceptive Trade Practices statute. Prevailing claimants are allowed to recover damages, equitable relief, costs



and reasonable attorney's fees.

76. By reason of the conduct alleged above, Wyndham violated the Nevada Deceptive Trade Practices Act.

**COUNT TWO - VIOLATION OF TENNESSE TIMESHARE ACT**

77. Plaintiffs repeat and reallege paragraphs 1 to 71 above.

78. This count is brought on behalf of the class who signed contracts in Tennessee.

79. The Tennessee Time Share Act of 1981, Tennessee Code Sections 66-32-101 et seq. prohibits false and misleading statements in the advertising for the offer or sale of time shares including any misleading or deceptive representations with respect to the purchaser's rights, privileges, benefits or obligations under the purchase contract.

80. Victims of violations have a claim for appropriate relief including punitive damages and attorneys' fees.

81. By reason of the conduct alleged above, Wyndham violated the Tennessee statute.

82. Wyndham's conduct was willful, wanton and malicious so as to entitle Plaintiffs to punitive damages.

**PRAYER FOR RELIEF**

Wherefore, Plaintiffs pray for the following relief on behalf of themselves and all others similarly situated:

A. An order certifying the proposed Classes under Rule 23 of the Federal Rules of Civil Procedure, and appointing Plaintiffs and their counsel to represent the Class and Subclass;

B. For an order that Defendant be permanently enjoined from engaging in the unlawful

activities and practices complained of;

- C. For cancellation of all Class Member contracts with Wyndham;
- E. For restitution of all monies paid to Wyndham;
- F. For compensatory damages;
- G. For punitive damages;
- H. For attorneys' fees; and,
- I. Such further and other relief as the Court deems appropriate.

**DEMAND FOR A JURY TRIAL**

Plaintiffs demand a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

Dated: March 27, 2020

Respectfully submitted,

Plaintiffs,

By: /s/ Herbert W. Mondros

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## EXHIBIT G

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16 Attorneys for Plaintiffs  
17 Patricia Williams and Steve Gutfeld

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN FRANCISCO - UNLIMITED JURISDICTION

15 PATRICIA WILLIAMS and STEVE  
16 GUTFELD,

17 Plaintiffs,

18 vs.

19 WYNDHAM VACATION OWNERSHIP,  
20 WYNDHAM WORLDWIDE  
21 CORPORATION, ANITA HOWELL, LINDA  
22 TANNER, and DOES 1 through 100,  
23 inclusive,

24 Defendants.

CASE NO: CGC 12-526187

FIRST AMENDED COMPLAINT FOR  
DAMAGES

- I. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;
- II. VIOLATION OF LABOR CODE SECTION 1102.5;
- III. DEFAMATION;
- IV. UNFAIR COMPETITION IN VIOLATION OF BUSINESS & PROFESSIONS CODE SECTION 17200, *et seq.*;
- V. FRAUD
- VI. NEGLIGENT HIRING, SUPERVISION, AND RETENTION OF UNFIT EMPLOYEES

DEMAND FOR JURY TRIAL

FIRST AMENDED COMPLAINT FOR DAMAGES

FILED  
SUPERIOR COURT  
COUNTY OF SAN FRANCISCO

2019 JAN 25 AM 8:24

CLERK OF THE COURT

BY:   
DEPUTY CLERK

1       Plaintiffs PATRICIA WILLIAMS and STEVE GUTFELD complain against Defendants  
2 WYNDHAM VACATION OWNERSHIP, WYNDHAM WORLDWIDE, ANITA HOWELL,  
3 LINDA TANNER, and DOES 1-100, inclusive, and demand a trial by jury of all issues and for  
4 causes of action allege:

5                               **PARTIES AND JURISDICTION**

6       1.       The Plaintiffs were all subjected to retaliation for engaging in the protected  
7 activities of complaining about illegal conduct to their employer and refusing to engage in illegal  
8 and fraudulent conduct. Each Plaintiff became aware that employees were being trained to make  
9 fraudulent representations to potential customers. Many of the potential customers were senior  
10 citizens over age 65. Each Plaintiff became aware that employees were targeting senior citizens  
11 to sell them timeshares they could not afford and deceiving them about their ability to have their  
12 timeshares bought back. Each Plaintiff opposed these fraudulent practices and was either  
13 terminated or forced to quit.

14       2.       At all pertinent times mentioned in this Complaint, Plaintiff PATRICIA  
15 WILLIAMS ("Plaintiff" or "Williams") was a resident of the State of California. Plaintiff  
16 Williams is currently a resident of the State of Virginia. Plaintiff STEVE GUTFELD is a  
17 resident of the State of California and has been a resident of the State of California at all  
18 pertinent times mentioned in this Complaint. Plaintiffs worked for Defendants WYNDHAM  
19 VACATION OWNERSHIP and WYNDHAM WORLDWIDE at their offices in the City and  
20 County of San Francisco, California.

21       3.       Defendant WYNDHAM VACATION OWNERSHIP ("Wyndham") is a  
22 corporation selling, financing, and managing timeshares to numerous individuals throughout the  
23 United States, with its corporate headquarters located in Parsippany, New Jersey and Orlando,  
24 Florida, and its principal place of business in the State of California. Specifically, Wyndham  
25 own or operates approximately 180 vacation ownership resorts, with the most resorts of any  
26 State located in the State of California. Accordingly, Wyndham is a corporate resident of the  
27 States of New Jersey, Florida, and California.

28

1           4. Defendant WYNDHAM WORLDWIDE CORPORATION ("Wyndham  
2 Worldwide") is a corporation selling, financing, and managing timeshares to numerous  
3 individuals throughout the United States and is the parent corporation of Wyndham Vacation  
4 Ownership and the joint employer of Plaintiffs, with its corporate headquarters located in  
5 Parsippany, New Jersey and Orlando, Florida, and its principal place of business in the State of  
6 California. Specifically, Wyndham Worldwide own or operates approximately 180 vacation  
7 ownership resorts, with the most resorts of any State located in the State of California.  
8 Accordingly, Wyndham Worldwide is a corporate resident of the States of New Jersey, Florida,  
9 and California.

10           5. Defendant ANITA HOWELL ("Howell") is an individual, and a resident of the  
11 State of Virginia.

12           6. Defendant LINDA TANNER ("Tanner") is an individual, and a resident of the  
13 State of California.

14           7. The true names and capacities, whether individual, corporate, associate, or  
15 otherwise, of Does 1-100, are unknown to Plaintiffs, who therefore sue the DOE Defendants by  
16 fictitious names. Plaintiffs will amend this Complaint to show their true names and capacities  
17 when they have been ascertained.

18           8. At all times mentioned in the causes of action into which this paragraph is  
19 incorporated by reference, each and every defendant was the agent or employee of each and  
20 every other defendant. In engaging in the conduct alleged in the causes of action into which this  
21 paragraph is incorporated by reference, each and every defendant was acting within the course  
22 and scope of this agency or employment and was acting with the consent, permission, and  
23 authorization of each of the remaining defendants. All actions of each defendant alleged in the  
24 causes of action into which this paragraph is incorporated by reference were ratified and  
25 approved by the officers or managing agents of every other defendant.

26           9. Venue is proper in San Francisco County because, pursuant to the California  
27 Labor Code, Plaintiffs performed their work primarily in San Francisco County, California.  
28

**ADMINISTRATIVE REMEDIES**

10. Plaintiffs have satisfied all private, administrative and judicial prerequisites to the institution of this action.

11. Pursuant to Labor Code section 2699.3, as well as the holdings in *Calber Bodyworks, Inc. v. Superior Court (Herrera)* (2005) 134 Cal.App.4th 365 and *Dunlap v. Superior Court (Bank of America, N.A.)* (2006) 142 Cal. App.4th 330, Plaintiffs have exhausted all administrative remedies and satisfied all private, administrative and judicial prerequisites to the institution of this action, insofar as such prerequisites pertain to Plaintiffs' causes of action brought pursuant to the Private Attorney General's Act, Labor Code section 2699 *et seq.* Plaintiffs have further satisfied all administrative exhaustion requirements pursuant to Labor Code section 2699.3.

12. Specifically, pursuant to Labor Code § 2699.3(2)(C)(b)(1), Plaintiff Williams sent notice on behalf of herself and all similarly situated employees to both the Labor and Workforce Development Agency ("LWDA") and Defendant of Plaintiff's allegations that Defendant has violated certain provisions of the California Labor Code. This notice was sent, via certified mail, to both Defendant and LWDA on December 1, 2011. The requisite thirty-three (33) days have elapsed since the mailing of this notice, but Plaintiffs have not received any notice from the LWDA stating that it would be investigating Plaintiffs' allegations. Accordingly, Plaintiffs have exhausted all administrative remedies pertaining to any causes of action and/or remedies sought pursuant to Labor Code § 2699 *et seq.*

13. This action is not preempted by the California Workers' Compensation Act because retaliation is not a risk or condition of employment.

**FACTS COMMON TO MORE THAN ONE CAUSE OF ACTION**

14. Ms. Williams was hired to work for Wyndham Vacation Resorts in August of 2007 as an in-house member services representative at the company's Williamsburg, Virginia office. Her job duties included meeting with existing timeshare owners to teach them how to use their properties and to try to sell them other timeshare. In the state of Virginia, Ms. Williams was not required to have a real estate license in order to perform her job duties. She was paid

1 according to straight commission. She earned 6 to 8 percent of every sale she made and she  
2 received a monthly bonus based on how much she sold during a given month. When she worked  
3 in Williamsburg, Ms. Williams earned approximately \$85,000 a year.

4 15. Ms. Williams started working for Wyndham in San Francisco, California on or  
5 about July 19 or 20, 2010 as an in-house member services representative. San Francisco was  
6 recognized as the top sales office for Wyndham in the country. Robert Parker was her Manager  
7 and hired her for the sales associate position in San Francisco. She obtained her real estate  
8 license when she first came to California to take the job with Wyndham. Her supervisor was  
9 Tara Dow who was the Vice President of the San Francisco Office for Wyndham Vacation  
10 Ownership. Anita Howell was another in-house member services representative.

11 16. Ms. Williams attended training during the first few weeks of working in San  
12 Francisco. During the training, Susan Bernstein indicated to Ms. Williams that illegal and/or  
13 fraudulent claims or promises were being made to sell timeshares. Ms. Williams immediately  
14 reported Ms. Bernstein's observations and the fraudulent conduct to Vice President Tara Dow.  
15 Ms. Dow did nothing except threaten to fire Ms. Bernstein who first told Ms. Williams it was  
16 happening.

17 17. Even before her training was completed, Ms. Williams was asked to conduct tours  
18 where sales pitches were made to current Wyndham owners. When she was doing this work,  
19 Ms. Williams overheard other sales associates making illegal and false representations to various  
20 customers. It appeared to Ms. Williams that many of these illegal and fraudulent statements  
21 were being targeted towards seniors. This conduct was also witnessed by other co-workers. For  
22 example, owners were told that if they increased their points (points are used to establish  
23 eligibility for various products), they could do so at essentially no cost. For example, some  
24 owners were informed if they increased their points to the Presidential Reserve level, Wyndham  
25 would buy back the points or essentially refund the owners moneys if the owner waited at least  
26 eleven months to sell the points back. All of the Plaintiffs heard Anita Howell tell owners that  
27 they were going to have "guaranteed buy-back" if they were enrolled in Presidential Reserve. In  
28 reality, the program was something different and instead of a buy-back program, it was a "right



1 of first refusal" program where the owner would first have to find a buyer and then Wyndham  
2 could buy the property instead. This fraudulent practice was widespread in San Francisco and  
3 Plaintiffs are informed and believe that it happens at other locations too. In addition, Kialeh  
4 York made similar fraudulent statements to owners in an effort to induce them to purchase  
5 additional points. Other member services representatives falsely represented that they were  
6 going to be reducing the monthly payments for owners or that maintenance fees would be  
7 "capped," when in fact such payments were actually being deferred or they were subject to  
8 increases. These "lower monthly payments" schemes in reality were simply a way to  
9 fraudulently induce customers into buying more services and borrowing more money. Several  
10 associates also misrepresented the actual amounts that owners were currently paying for monthly  
11 payments so that they could be encouraged to purchase more points. In addition, Ms. Williams  
12 was aware owners were being billed through Bill-me-Later when they were being told that there  
13 were not purchasing anything additional. Ms. Williams is informed and believes that the owners  
14 were billed through Bill-Me-Later so that the owners would be not be able to ask for a refund of  
15 their money. Ms. Williams was also aware of sales associates selling timeshares without a  
16 license, which she is informed and believes violates California real estate law. Ms. Williams  
17 complained to her manager Robert Parker, but nothing was done about the improper sales. Ms.  
18 Williams knew the above representations to be false and improper based on her prior experience  
19 working for Wyndham.

20 18. The fraudulent conduct was sanctioned by Defendants as part of the process to  
21 drive sales. In fact, a technique was adopted where Anita Howell started to close deals for other  
22 sales associates using the same misrepresentations that Ms. Williams had complained about. In  
23 addition, in October 2010, Ms. Williams became aware that Ms. Howell was committing credit  
24 card fraud with some elderly clients by getting them to apply for more credit without their  
25 knowledge. It appeared to Ms. Williams that the fraudulent practices and misrepresentations  
26 violated California law and that Wyndham was illegally taking advantage of vulnerable seniors.

27 19. In fact, sales representatives were informed when older patrons would be coming  
28 in. They were encouraged by managers to target seniors and direct the "guaranteed buy back"

1 and "lower monthly payments" schemes at the older owners. Owners were also falsely promised  
2 rental income in case they wanted to avoid making their payments.

3 20. Ms. Williams was encouraged to engage in the illegal and fraudulent conduct in  
4 an effort to drive additional sales. She refused noting that the conduct was unethical and that it  
5 violated the California Real Estate Board regulations and that she believed it violated California  
6 law.

7 21. On July 25, 2010, Ms. Williams reported some of the fraudulent conduct to Mr.  
8 Rafael Molina, an Administrative Operations Manager for Wyndham. Mr. Molina informed Ms.  
9 Williams that he forwarded her complaints to Kimberly Barber, Director of Human Resources.  
10 Ms. Williams later reported the illegal conduct anonymously to the Wyndham Integrity hotline  
11 (although she is informed and believes the hotline person knew her identity) and then to a  
12 Human Resources person who came from Las Vegas to investigate another charge. Ms.  
13 Williams also endeavored to complain to the CA Real Estate Board or the Attorney General  
14 regarding these illegal and fraudulent acts. Ms. Williams also complained to Steve Gutfeld who  
15 was the Regional Manager for Human Resources. Mr. Gutfeld informed Ms. Williams that he  
16 had been directed to investigate various issues relating to her meeting with other member  
17 services representatives on October 30. Ms. Williams complained to Mr. Gutfeld about the  
18 fraudulent conduct and informed him that she was intending to report this conduct to the  
19 California Department of Real Estate. Ms. Williams also complained to Tara Dow who was the  
20 Vice President in charge of the San Francisco office located at 750 Sutter Street.

21 22. In August 2010, Ms. Dow hired a new manager, Steven Savino, who had  
22 previously worked at the Williamsburg office. Mr. Savino started conducting training meetings  
23 in which he taught employees how use unethical methods for selling timeshares. manipulate  
24 customers we could go into the ethical grey area. I was not comfortable with the practices that  
25 Mr. Savino was teaching us. I thought it was unethical.

26 23. By late September and the first part of October, 2010, Ms. Williams became  
27 aware that Anita Howell was committing credit card fraud on the elderly. She would have  
28 owners sign documents that were credit card credit applications but she told them they were

1 papers to renegotiate their loans with Wyndham. Then Ms. Howell would maximize the credit  
2 people had on their credit cards and use those funds to purchase additional timeshare points  
3 without proper authorization to do so. In addition, Ms. Williams became aware of the extent to  
4 which Ms. Howell was defrauding seniors who were owners. She would lie to owners about the  
5 fees that they were actually paying and deceiving them into purchasing additional products that  
6 actually increased their payments, when she was falsely claiming that their payments would go  
7 down. Ms. Williams complained about these practices to various managers in the San Francisco  
8 office.

9       24. Numerous supervisors and managers were aware of the fraudulent practices and  
10 targeting of seniors. Among these were Robert Parker, Quality Assurance Manager Linda  
11 Tanner, Jim White, Steve Savino, and Vilen Kazaryan. Ms. Williams complained about the  
12 fraudulent practices to a Human Resources Vice President and to the Area Vice President. Ms.  
13 Williams also complaint using Wyndham's Wintegrity line on August 8, 2010, using her name  
14 and stating that she was suffering retaliation. She later made a second complaint about the fraud  
15 that was going on at Wyndham. On August 16, 2010, Kim Barber flew from Las Vegas to  
16 investigate Ms. Williams' complaints of fraud. Jim White and Tara Dow were both aware of  
17 Ms. Williams' complaints.

18       25. Every two weeks, the sales associates were assigned potential sales leads in a  
19 process called the tour rotation. As part of this process, the sales representatives are ranked  
20 based on average per guest dollar sales. The representatives with the highest ranking get  
21 assigned to the first tours that come in. This means that they get the first opportunities to talk to  
22 the owners and make sales. When sales associates have made sales through fraudulent means,  
23 the sales associates who have not relied on fraud are prejudiced because they have not artificially  
24 boosted their sales through fraudulent means.

25       26. The tour rotation was also used as a means of retaliating against anyone who  
26 complained about retaliation or other unethical or illegal conduct. If a person complained, they  
27 received a lower position on the tour rotation which therefore negatively impacted their sales  
28

1 figures and made it more difficult for them to receive the top level bonuses of 9% versus the  
2 standard commission bonus of 8%.

3 27. On at least one occasion, Ms. Williams received a lower number on the tour  
4 rotation because she had complained about Anita Howell's fraudulent conduct.

5 28. On or about October 30, 2010, Ms. Williams met with other member services  
6 representatives who also refused to engage in the fraudulent and illegal conduct to discuss how  
7 to try and stop the illegal and fraudulent conduct from continuing. This conduct is protected  
8 conduct under the California Labor Code and the National Labor Relations Act. Ms. Williams is  
9 informed and believes this concerted activity contributed to the decision to terminate her  
10 employment.

11 29. The company's employee handbook, on page 31, states that failure to report  
12 injuries, policy violations, and/or any illegal or unethical activities is grounds for termination.  
13 This statement constituted a promise to employees that if they committed illegal or unethical  
14 acts, the company would terminate them. It also represented a promise to employees that if they  
15 reported unethical or illegal behavior, they would not be retaliated against. This promise to  
16 employees was not true and constituted a fraud against employees who acted in an ethical  
17 manner.

18 30. Steve Gutfeld worked as a Human Resources manager for the San Francisco  
19 office in October 2010. He was asked to investigate claims that Ms. Williams, Ms. Bernstein,  
20 Ms. Whitney and Mr. Moran were meeting to expose various practices by Ms. Howell and other  
21 sales associates who were using fraudulent sales techniques. Mr. Gutfeld conducted his  
22 investigation and determined that Ms. Williams, Ms. Bernstein, Ms. Whitney and Mr. Moran  
23 were engaging in protected activity and that any adverse employment actions would be  
24 considered retaliation.

25 31. On November 12 at a meeting when Mr. Gutfeld was supposed to terminate Ms.  
26 Williams' employment, Ms. Williams complained about all of the fraudulent practices during a  
27 two and a half hour meeting. Mr. Gutfeld stated that Ms. Williams was not terminated, and he  
28 said he would conduct an investigation into her allegations of fraud.

1       32. During the time that Ms. Williams worked at Wyndham, she overheard a sales  
2 pitch to Mr. and Ms. Thomas Crook informing them they had a "guaranteed buy back" if the  
3 upgraded to presidential reserve. They warned the Crooks that they would not get their money  
4 back. But the Crooks when through with the purchase. Ms. Williams overheard the Verified  
5 Loan Officer Linda Tanner perpetuate the fraud against the Crooks.

6       33. On at least one occasion, Ms. Williams confronted Ms. Howell about her  
7 fraudulent practices, and she asked, "how can you do this?" But Ms. Howell who was known as  
8 a "sales machine" responded that "you can't have a conscience in this business." Ms. Williams  
9 complained about Ms. Howell to the Director of Sales, but was told to "keep your mouth shut or  
10 you will be fired."

11       34. On November 22, Ms. Williams added to her claims of fraud by complaining that  
12 the fraudulent practices were often directed at senior owners due to their perceived  
13 vulnerabilities.

14       35. Ms. Williams was terminated from her employment on December 8, 2010. Ms.  
15 Williams is informed and believes that her refusal to engage in what she reasonably believed to  
16 be illegal or fraudulent conduct was a motivating reason for her termination based on statements  
17 made to her by Wyndham employees, the failure of Wyndham to take any action against Anita  
18 Howell and others who engaged in the fraudulent practices, Wyndham's failure to respond to  
19 Ms. Williams's complaints, and Wyndham's negative treatment of her when she tried to organize  
20 employees against the fraudulent conduct.

21       36. Sometime in the fall of 2010, Mr. Gutfeld was asked to investigate alleged  
22 insubordinate conduct by Ms. Williams against Ms. Dow. When Mr. Gutfeld conducted his  
23 investigation, he interviewed many of Ms. Williams' counterparts. He discovered that there was  
24 no merit to the complaint against Ms. Williams. Rather, he discovered Ms. Williams had not  
25 made any inappropriate statements against Ms. Dow. He also uncovered what he later  
26 determined was credit card fraud. He told Tara Dow's boss about these matters. Rather than  
27 have Mr. Gutfeld investigate Ms. Williams' complaints, Mr. Gutfeld was told that Ms. Williams  
28 was a "cancer" or a "trouble maker." He was also told not to investigate Ms. Howell's conduct

1 any further because it brings attention to the illegal behavior. He realized that Wyndham did not  
2 want to stop the fraudulent practices.

3 37. Mr. Gutfeld conducted an investigation into Ms. Williams' complaints and  
4 determined there was merit to her complaints of fraud. However, when he brought these issues  
5 to Wyndham managers, they informed him that he could not make any findings regarding the  
6 Williams allegations of fraud. Initially, he made his findings any way. Mr. Gutfeld received a  
7 good performance review in January or February of 2011. In March 2011 Mr. Gutfeld was  
8 terminated. Mr. Gutfeld is informed and believes that he was terminated because he refused to  
9 drop his investigation into Ms. Williams' allegations of fraud and the reasons for her termination.  
10 He was terminated in retaliation for standing up for the rights of other employees and for  
11 opposing fraudulent sales practices by Anita Howell and other sales associates.

12 38. Marty Whitney was aware of much of the fraud and deceptive practices and the  
13 events leading to the termination of Ms. Williams and Mr. Gutfeld. In addition, she was aware  
14 that Susan Bernstein had complained about fraudulent sales practices. She made a complaint to  
15 Steve Savino, a Wyndham manager and to Tara Dow, a vice president for sales and marketing.  
16 She complained about Anita Howell's sales techniques as being fraudulent. She also complained  
17 that the alleged "broker of record" did not have a real estate license.

18 39. Ms. Whitney was told by the Direct of Sales that it was acceptable to tell potential  
19 customers that there was a "guaranteed buy-back" program if a customer wanted to return the  
20 product after 11 months. When Ms. Whitney protested, she was told that she should not "want to  
21 say anything or that could get Anita Howell fired." She stood up for a couple in their seventies  
22 who she felt were being defrauded out of their life savings. She witnessed numerous sales  
23 people try to sell them more than they needed and who misrepresented the nature of the  
24 "guaranteed buy-back program." One elderly couple, Tom and Donna Crook, seemed  
25 particularly vulnerable, so Ms. Whitney tried to stand up for them by telling her managers what  
26 they were doing was wrong. She was threatened with comments like "you better keep your  
27 mouth shut or you will be fired." She felt that she had no choice but to resign, because she  
28

1 refused to permit more fraudulent conduct to continue and she did not want to be part of the  
2 deceitful practices.

3 40. Susan Bernstein worked as a sales associate in the San Francisco office during  
4 and after the time Patricia Williams worked there. Ms. Bernstein observed other sales associates  
5 engaging in fraudulent conduct including targeting seniors with appeals that there was a  
6 guaranteed buy-back and that monthly maintenance fees were capped. She subsequently learned  
7 that these promises were false and merely used to fraudulently induce unwitting victims to  
8 purchase time shares. She was aware of the complaints that Ms. Williams made and she  
9 supported Ms. Williams' efforts to clean up the fraudulent sales practices.

10 41. Ms. Bernstein understood that several sales associates were making sales by  
11 fraudulent techniques. In particular, she noticed such efforts were directed at senior customers.  
12 She opposed these practices.

13 42. In October 2009, Ms. Bernstein met with Ms. Williams and other sales associates  
14 to discuss how to stop the fraudulent practices. One of the group, Arlene Richardson,  
15 complained to the Wyndham Integrity hotline about the fraudulent sales practices.

16 43. Both Ms. Bernstein and Ms. Whitney were called to testify before the federal  
17 National Labor Relations Board about the organizing activities in which Ms. Williams engaged.  
18 Wyndham was aware of this testimony, and Plaintiffs are informed and believe that these  
19 activities were a motivating reason for their constructive discharge.

20 44. Ms. Bernstein eventually felt that she could no longer countenance the fraudulent  
21 sales techniques. Accordingly, she was constructively terminated from her employment.

22 45. Michael Moran was new to sales when he started working at Wyndham. During  
23 the training, he saw things happen in the sales floor that he thought were not true. When he  
24 asked about these things, he was told that is just how it is done. He ultimately came to  
25 understand that various sales people and closers like Anita Howell were using fraudulent  
26 practices to close deals and that people like Linda Tanner were complicit in the fraud by failing  
27 to tell the owners that there was no "guaranteed buy-back" program or a program to reduce  
28 monthly payments. He also saw other fraudulent conduct relating to what fees would be charged

1 and how monthly payments would be reduced. He noticed credit card fraud where the interest  
2 on loans was delayed. He particularly noticed that the seniors were targeted for sales pitches.  
3 He came to understand that the reason the older customers were targeted was because they were  
4 more easily confused about things such as monthly payments or the non-existent buy-back  
5 program. He witnessed this theft on a daily basis.

6 46. Mr. Moran filed a complaint with the California Board of Realtors about the  
7 fraudulent practices. He is informed and believes that this complaint was in part a reason for his  
8 termination. He also complained to Wyndham management about the fraudulent practices. As a  
9 consequence of his complaints, he was warned that management was not happy with him. Ms.  
10 Tara Dow told him to get with the program or be transferred. He said that he was not willing to  
11 say fraudulent things or sit quietly by at the table when fraudulent statements were being said by  
12 other sales associates. Then he was demoted to the front line. Eventually, that department was  
13 closed and he lost his employment. He is informed and believes that his complaints were a  
14 motivating reason for his termination.

15  
16 **FIRST CAUSE OF ACTION**  
17 **WRONGFUL TERMINATION AND RETALIATION**  
18 **IN VIOLATION OF PUBLIC POLICY**

19 **Against All Corporate Defendants**

20 47. Plaintiff hereby incorporates by reference those allegations from paragraphs 1-46  
21 as though fully stated herein.

22 48. Under California law, no employee, whether an at-will employee or employee  
23 under a written or other employment contract, can be terminated for a reason that is in violation  
24 of a fundamental public policy. In recent years, the California courts have interpreted a  
25 fundamental public policy to be any particularly constitutional or statutory provision, or  
26 regulation that is concerned with a manner affecting society at large rather than a purely personal  
27 or proprietary interest of the employee or employer. Moreover, said public policy is  
28 fundamental, substantial, and well established at the time of Plaintiff's discharge.



1           49. It was and is the public policy of the State of California, as set forth in Labor  
2 Code section 1102.5, subdivision (c) that an employer may not retaliate against an employee for  
3 complaining to the employer, where the employee has reasonable cause to believe that the  
4 information discloses a violation of state or federal statute, or a violation or noncompliance with  
5 a state or federal rule or regulation.

6           50. The termination of Plaintiffs' employment was motivated by Plaintiffs' making of  
7 oral and/or written complaints regarding violations of state and/or federal law, rules, and  
8 regulations, to his employer and to a governmental agency. Defendant discharged Plaintiffs'  
9 employment and further retaliated against Plaintiffs after they made oral and/or written  
10 complaints regarding what they reasonably believed to be illegal or unlawful conduct in violation  
11 of the California Labor Code and the prohibition against fraud. In March 2011, Plaintiff  
12 Williams filed a complaint with the State of California Division of Labor Standards Enforcement  
13 claiming retaliation. She also filed a complaint pursuant to the Private Attorney General Act on  
14 December 1, 2011, on behalf of herself and all others similarly situated.

15           51. The termination of Plaintiffs' employment was in retaliation for and motivated by  
16 Plaintiffs' complaints, verbal and written, toward activities that they reasonably believed would  
17 result in a violation or noncompliance with the federal laws and regulations noted above, in  
18 violation of Labor Code section 1102.5, subdivision (b) and (c).

19           52. As a direct and proximate result of the actions of Defendants, including the  
20 termination of Plaintiffs' employment in violation of the public policy of the State of California,  
21 Plaintiffs have suffered and will continue to suffer pain and mental anguish and emotional  
22 distress.

23           53. Plaintiffs have further suffered and will continue to suffer a loss of earnings and other  
24 employment benefits, whereby Plaintiffs are entitled to general compensatory damages in  
25 amounts to be proven at trial, in addition to any other remedies and damages allowable by law.

26           54. The conduct of Defendants described herein above was outrageous and was  
27 executed with malice, fraud and oppression, and with conscious disregard for Plaintiffs' rights,  
28

1 and further, with the intent, design and purpose of injuring Plaintiff and in violation of the rights  
2 and safety of others.

3 55. Defendants, through their officers, managing agents, employees and/or its  
4 supervisors, authorized, condoned and/or ratified the unlawful conduct described herein above.  
5 By reason thereof, Plaintiffs are entitled to an award of punitive damages in an amount according  
6 to proof at the time of trial.

7 56. As a proximate result of the actions and conduct described in the paragraphs  
8 above, which constitute violations of Labor Code section 1102.5 and various federal banking  
9 statutes, rules and regulations, Plaintiffs have been damaged in an amount according to proof at  
10 the time of trial, and seeks civil penalties and attorney fees against Defendants pursuant to Labor  
11 Code sections 2699 and 2699.3.

12 **SECOND CAUSE OF ACTION**  
13 **VIOLATION OF LABOR CODE SECTION 1102.5**

14 **Against All Corporate Defendants**

15 57. Plaintiffs hereby incorporate by reference as though fully set forth herein, those  
16 allegations from paragraphs 1-56 as though fully stated herein.

17 58. Labor Code section 1102.5 prohibits employers from discharging, constructively  
18 discharging, retaliating or in any manner discriminating against any employee for making any  
19 oral or written complaint regarding what an employee reasonably believes to be unlawful or  
20 illegal conduct to a governmental agency or to their employer.

21 59. Defendants discharged Plaintiffs' employment and further discriminated and  
22 retaliated against Plaintiff after Plaintiff made oral and/or written complaints regarding what they  
23 reasonably believed to be illegal or unlawful conduct in violation of the federal statutes, rules  
24 and regulations as put forward by the Welfare & Institutions Code § 15610.30, the Fair  
25 Employment Housing Act, The Unruh Civil Rights Act, the Welfare and Institutions Code, the  
26 California Civil Code and the California Constitution, among other state and/or federal statutes  
27 or regulations.  
28

1       60. Plaintiff is informed and believed, and thereon alleges that because of their making  
2 complaints regarding illegal conduct to Defendants, (their employer), and to a governmental  
3 agency, Plaintiffs were discharged from their employment and/or otherwise discriminated or  
4 retaliated against by Defendants after they had made complaints about illegal conduct.

5       61. As a direct and proximate result of the actions of Defendants, Plaintiffs have  
6 suffered and will continue to suffer pain and mental anguish and emotional distress.

7       62. Plaintiffs have further suffered and will continue to suffer a loss of earnings and  
8 other employment benefits, whereby Plaintiffs are entitled to general compensatory damages in  
9 amounts to be proven at trial.

10       63. Defendants' actions constituted a willful violation of the above-mentioned federal  
11 laws and regulations. As a direct result, Plaintiffs have suffered and continues to suffer  
12 substantial losses related to the loss of wages and is entitled to recover costs and expenses and  
13 attorney's fees in seeking to compel Defendants to fully perform its obligations under federal law  
14 and his respective damage amounts according to proof at time of trial.

15       64. The conduct of Defendants described herein above was outrageous and was  
16 executed with malice, fraud and oppression, and with conscious disregard for Plaintiffs' rights,  
17 and further, with the intent, design and purpose of injuring Plaintiff.

18       65. Defendants, through their officers, managing agents, employees and/or its  
19 supervisors, authorized, condoned and/or ratified the unlawful conduct described herein above.  
20 By reason thereof, Plaintiffs are entitled to an award of punitive damages in an amount according  
21 to proof at the time of trial.

22       66. Defendants committed the acts alleged herein by acting knowingly and willfully,  
23 with the wrongful and illegal deliberate intention of injuring Plaintiffs, from improper motives  
24 amounting to malice, and in conscious disregard of Plaintiffs' rights. Plaintiffs are thus entitled  
25 to recover nominal, actual, compensatory, punitive, and exemplary damages in amounts  
26 according to proof at time of trial, in addition to any other remedies and damages allowable by  
27 law.

28

1       67. As a proximate result of the actions and conduct described in the paragraphs  
2 above, which constitute violations of Labor Code section 1102.5, Plaintiffs have been damaged  
3 in an amount according to proof at the time of trial and seeks civil penalties and attorney fees  
4 against Defendant pursuant to Labor Code sections 2699 and 2699.3.

5  
6                   **THIRD CAUSE OF ACTION**  
7                   **DEFAMATION**

8                   **Against All Defendants**

9       68. Plaintiffs hereby incorporate by reference as though fully set forth herein, those  
10 allegations from paragraphs 1-67 as though fully stated herein.

11       69. Defendants or their agents or employees have made false statements to persons  
12 other than Plaintiff regarding Plaintiff's work performance by suggesting that his work was  
13 substandard and a basis for his termination. In addition, Defendants or their agents or employees  
14 made false statements indicating that Plaintiffs had engaged in illegal conduct with respect to  
15 their sales, ironically the very conduct about which Plaintiffs were complaining, and were not  
16 selling or performing to company standards. These statements were used as a basis for Plaintiffs'  
17 terminations, and therefore they were made within a year to the filing of this complaint, in  
18 addition to numerous times following Plaintiffs' terminations of which they are aware. These  
19 defamatory statements occurred less than one year from the date of the filing of this complaint.

20       70. The persons to whom these statements were made reasonably understood that the  
21 statements were about Plaintiffs.

22       71. The persons to whom the statements were made understood them to be negative  
23 statements about Plaintiffs' work performance, including but not limited to that they did not  
24 perform their work properly. In addition, these persons understood the comments to suggest that  
25 Plaintiff had engaged in illegal conduct.

26       72. Defendants failed to use reasonable care to determine the truth or falsity of the  
27 statements, and in many instances they knew the comments to be false when making them.  
28 As a result of Defendants' actions, Plaintiffs have suffered and continues to suffer harm to their  
business, trade, profession, or occupation. As a result of Defendants' actions, Plaintiffs have

1 suffered and continues to suffer harm to their reputations. As a result of Defendants' actions,  
2 Plaintiffs have suffered and continues to suffer shame, mortification, and hurt feelings.

3 73. Defendants' actions were willful, malicious, fraudulent and oppressive, and were  
4 committed with the wrongful intent to injure Plaintiff and in conscious disregard of Plaintiffs'  
5 rights

6 74. By reason of the conduct of Defendants, Plaintiffs have necessarily retained  
7 attorneys to prosecute the within action. Plaintiffs are therefore entitled to reasonable attorney's  
8 fees and litigation expenses, including expert witness fees and costs, incurred in bringing the  
9 within action.

10 75. As a result of Defendants' actions, Plaintiffs sustained economic damages to be  
11 proven at trial. As a further result of Defendants' actions, Plaintiffs suffered emotional distress;  
12 resulting in damages to be proven at trial.

13  
14 **FOURTH CAUSE OF ACTION**  
15 **UNFAIR COMPETITION IN VIOLATION OF CALIFORNIA BUSINESS AND**  
16 **PROFESSIONS CODE § 17200 et seq.**  
17 **Against All Corporate Defendants**

18 76. Plaintiffs hereby incorporate by reference as though fully set forth herein, those  
19 allegations from paragraphs 1-75 as though fully stated herein.

20 77. The California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et  
21 seq. ("UCL"), defines unfair competition to include any "unlawful," "unfair," or "fraudulent"  
22 business act or practice. Cal. Bus. & Prof. Code § 17200.

23 78. Defendants' conduct, as alleged above constitutes unlawful, unfair and/or  
24 fraudulent business practices for the reasons set forth below, without limitation, violation of the  
25 California Labor Code and the California Welfare & Institutions Code.

26 79. As a result of Defendants' unlawful, unfair and fraudulent conduct, Plaintiffs  
27 suffered injury in fact and lost money and property, including, but not limited to lost wages  
28 due to sales Plaintiffs refused to make by violating the California Welfare & Institutions  
Code, among other state and/or federal laws or regulations, mental anguish, and lost wages  
due to Plaintiffs' termination for refusal to do the same.

1 80. Pursuant to California Business and Professions Code § 17203, Plaintiffs seek  
2 declaratory and injunctive relief for Defendants' unlawful, unfair, and fraudulent conduct and/or  
3 to recover restitution.

4 81. Pursuant to California Code of Civil Procedure § 1021.5, Plaintiffs are entitled to  
5 recover reasonable attorneys' fees, costs, and expenses incurred in bringing this action.

6 82. Defendants' actions were willful, malicious, fraudulent and oppressive, and were  
7 committed with the wrongful intent to injure Plaintiff and in conscious disregard of Plaintiffs'  
8 rights

9 83. By reason of the conduct of Defendants, Plaintiffs have necessarily retained  
10 attorneys to prosecute the within action. Plaintiffs are therefore entitled to reasonable attorney's  
11 fees and litigation expenses, including expert witness fees and costs, incurred in bringing the  
12 within action.

13 84. As a result of Defendants' actions, Plaintiffs sustained economic damages to be  
14 proven at trial. As a further result of Defendants' actions, Plaintiffs suffered emotional distress;  
15 resulting in damages to be proven at trial.

16 **FIFTH CAUSE OF ACTION**

17 **FRAUD**

18 **Against All Defendants**

19 85. Plaintiffs hereby incorporate by reference as though fully set forth herein, those  
20 allegations from paragraphs 1-84 as though fully stated herein.

21 86. Defendants represented to Plaintiffs that Plaintiffs would be permitted to work  
22 for and be supervised by Defendants in a lawful manner, such that Plaintiffs would not be  
23 required to violate any state or federal statutes or regulations to perform their jobs for  
24 Defendants. Defendants' representation was false, and Defendants knew this representation to  
25 be false, and/or made this representation recklessly and without regard for its truth.

26 87. Defendants intended Plaintiffs to rely on this representation, and Plaintiffs  
27 reasonably relied on Defendants' representation when agreeing to become employed by  
28 Defendants, and in their attempts to remain employed by Defendants.

1 88. As a result of Defendants' unlawful, unfair and fraudulent conduct, and as a  
2 result of Plaintiffs' reliance on said conduct and representations, Plaintiffs suffered injury in  
3 fact and lost money and property, including, but not limited to lost wages due to sales  
4 Plaintiffs refused to make by violating the California Welfare & Institutions Code, among  
5 other state and/or federal laws or regulations, mental anguish, and lost wages due to  
6 Plaintiffs' termination for refusal to do the same.

7 89. Defendants' actions were willful, malicious, fraudulent and oppressive, and were  
8 committed with the wrongful intent to injure Plaintiff and in conscious disregard of Plaintiffs'  
9 rights

10 90. By reason of the conduct of Defendants, Plaintiffs have necessarily retained  
11 attorneys to prosecute the within action. Plaintiffs are therefore entitled to reasonable attorney's  
12 fees and litigation expenses, including expert witness fees and costs, incurred in bringing the  
13 within action.

14 91. As a result of Defendants' actions, Plaintiffs sustained economic damages to be  
15 proven at trial. As a further result of Defendants' actions, Plaintiffs suffered emotional distress;  
16 resulting in damages to be proven at trial.

17 **SIXTH CAUSE OF ACTION**  
18 **NEGLIGENT HIRING, RETENTION AND/OR SUPERVISION OF**  
19 **UNFIT EMPLOYEES**

20 **Against All Corporate Defendants**

21 92. Plaintiffs hereby incorporate by reference as though fully set forth herein, those  
22 allegations from paragraphs 1-91 as though fully stated herein.

23 93. Defendants owed Plaintiffs a duty to properly supervise and prevent Defendants  
24 Howell and Tanner, and other employees and/or supervisors from engaging in such unlawful  
25 conduct, described above as being conduct in violation of, *inter alia*, the California Labor Code  
26 and California Welfare & Institutions Code. Such duty was breached by Defendants' failure to  
27 properly investigate, remedy and prevent Defendants Howell, Tanner, and other employees  
28 and/or supervisors from engaging in such unlawful conduct despite prior knowledge of

1 Defendants Howell and Tanner, and other employees and/or supervisors' propensity to engage in  
2 such conduct and with a conscious disregard for Plaintiff's rights.

3 94. At all relevant times, Defendants and/or its agents/employees knew or reasonably  
4 should have known that the conduct and omissions set forth above violated Plaintiffs' rights  
5 under federal and state law.

6 95. At all relevant times, Defendants and/or its agents/employees knew or reasonably  
7 should have known that unless they intervened to protect Plaintiffs, and to adequately supervise,  
8 prohibit, control, regulate, discipline, and/or otherwise penalize the conduct of Defendants  
9 Howell and Tanner, and other employees and/or supervisors from as set forth above, the  
10 remaining Defendants and employees would perceived the conduct and omissions as being  
11 ratified and condoned.

12 96. At all relevant times, the negligent failure of Defendants and/or its  
13 agents/employees to protect Plaintiffs, and to supervise, prohibit, control, regulate, discipline,  
14 and/or otherwise penalize adequately the conduct and omissions of Defendants Howell and  
15 Tanner, and other employees and/or supervisors from violated Plaintiffs' rights under state  
16 statutes and common law, as alleged herein. Furthermore, Defendants and/or its  
17 agents/employees owed Plaintiffs a duty of care to discipline, and, if necessary, demote or  
18 terminate, its management and personnel, including, without limitation, Defendants Howell,  
19 Tanner, and other employees and/or supervisors from their employment with Defendants.

20  
21 **PRAYER**

22 **WHEREFORE**, Plaintiff prays judgment against Defendants as follows:

- 23 1. For general economic and non-economic damages according to proof;  
24 2. For special damages according to proof;  
25 3. For punitive damages where allowed by law;  
26 4. For prejudgment and post-judgment interest;  
27 5. For costs of suit incurred herein;  
28 6. For attorney's fees as allowed by law;



- 1 7. For civil penalties as allowed by law;
- 2 8. For injunctive relief to end the illegal practices;
- 3 9. For such other and further relief as this Court deems just and proper.
- 4

5 Respectfully submitted,

6 DATED: January 24, 2013

LAW OFFICES OF LAWRENCE A. ORGAN  
THE FIGARI LAW FIRM

7 

8  
9 LAWRENCE A. ORGAN  
10 BARBARA E. FIGARI

11 Attorneys for Plaintiffs  
12 PATRICIA WILLIAMS AND STEVE GUTFELD  
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**JURY TRIAL DEMANDED**

Plaintiff requests a jury trial in this action pursuant to their Constitutional right to a jury trial and applicable California statutes.

Respectfully submitted,

DATED: January 24, 2013

LAW OFFICES OF LAWRENCE A. ORGAN  
THE FIGARI LAW FIRM



LAWRENCE A. ORGAN  
BARBARA B. FIGARI

Attorneys for Plaintiffs  
PATRICIA WILLIAMS AND STEVE GUTFELD

# Exhibit H

## Part One



Florida Department of Agriculture and Consumer Services

Division of Consumer Services

**CONSUMER COMPLAINT FORM**

April 25, 2019

NICOLE "NIKKI" FRIED

COMMISSIONER

**Complaint Contact Information:**

FDACS  
Mediation & Enforcement  
2005 Apalachee Parkway  
Tallahassee, FL 32399-6500

1-800-HELP-FLA(435-7352) FL Only  
(850) 410-3800 - Calling from outside FL  
www.FloridaConsumerHelp.com

Online Complaint Number: **351549**Case Number: **1904-15841**Subject: **Real Estate****Consumer Information:**Name: **FLATER, RONALD**Country: **USA**Address: **25035 M AVENUE**City/State/Zip: **GRUNDY CENTER, IA 50638**Email: **flatland@iowatelecom.net**I would like to subscribe to the Florida Consumer E-Newsletter: **No**Age Group: **Not available** Home Phone: **319-824-3817** Work/Cell Phone:**Business Information (Complaint Filing Against):**Name: **WYNDHAM DESTINATIONS**Address: **6277 SEA HARBOR DRIVE**City/State/Zip: **ORLANDO, FL 32821**Phone: **14076265200**

Authorized to contact Business:

**Product Information:**Product or Service involved: **TIMESHARE**Date of Transaction: **01/11/2016**Amount Paid: **\$294,963.10**Did you sign a contract or any similar documents? **Yes**

When:

Where:

Are you currently represented by a lawyer? **No**Have you filed suit in court? **No**Mode of Contact: **OTHER****Explain your complaint, describing the events in the order in which they occurred.**

A good number of points plus a \$75 fee per ticket was required to fly to our nephew's wedding. When we sat down to figure the cost of points, at 12% interest money, they were pretty expensive tickets, but we had points we felt we had to use.

Also we could exchange points for Wyndham hotel stays. However, we had to book 45 days in advance. When we travel to someplace we need a motel, it is usually less than 2-3 weeks for us know if we can go anywhere. So we haven't been able to use that benefit. We have had several heated discussion of needing to get out of this heavy debt that is not restful or vacation positive.

We feel the resorts ownership has been greatly misrepresented and we will not be making any more payments on the Wyndham loan and service fees through our charge cards.

Please see attached documents

**What would satisfy your complaint?**

Refund and cancel contracts



Florida Department of Agriculture and Consumer Services

Division of Consumer Services

**CONSUMER COMPLAINT FORM**

April 25, 2019

**NICOLE "NIKKI" FRIED**

**COMMISSIONER**

**Complaint Contact Information:**

FDACS  
Mediation & Enforcement  
2005 Apalachee Parkway  
Tallahassee, FL 32399-6500

1-800-HELP-FLA(435-7352) FL Only  
(850) 410-3800 - Calling from outside FL  
[www.FloridaConsumerHelp.com](http://www.FloridaConsumerHelp.com)

Online Complaint Number: **351549**

Case Number: **1904-15841**

**Supporting Documents:**

Please mail any supporting documents, such as letters written or received from the business, contracts, cancelled checks, receipts or any other proof of purchase/service. If your complaint involves a product or service that was advertised, include a copy of the advertisement. Please do not send originals.

Mail supporting documents to:

Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Terry Lee Rhodes Building  
2005 Apalachee Parkway  
Tallahassee, FL 32399-6500

800  
EC

**Florida Dept of Agriculture**

**Division of Consumer Services**

**205 Apalachee Parkway**

**Tallahassee, FL 32399**

**To Whom It May Concern,**

**Please accept this letter as my formal complaint against Wyndham Resorts located at 6277 Sea Harbor Drive Orlando, FL 32821**

2018 FEB 23 AM 16

**I purchased a timeshare from this company and later found out I was lied to and misled throughout my sales process. Attached, you will find my reasons for wanting to cancel my timeshare contract. I also demand a full refund of all monies I paid into it. Thank you.**

**Jayne S. Branscombe and John M. Branscombe Sr  
368 Howard ST  
Bangor, ME 04401**

To Whom it May Concern:

It is with embarrassment and sincere worry that I write this letter.

Over the last 15 or so year we have been involved with Wyndham and their lies. We felt we were doing something for our children to give them a gift when we can no longer use this and that it was an investment. We have regretted this since March of 2016 and really thought we could manage the maintenance as we were led to believe we were paid in full. They even set us up with a PayPal account we did not know we had. I had never even heard of PayPal before.

I received a W-2 type document from the IRS saying we paid over \$6,000 for interested. I was told I would be paying no more than \$2,000 in interest. I thought it was an error and that I would be able to clear it up so I called Wyndham and was told that it was an interested on my loans. I said that we should have no loans and I had never received any record saying we did. I was told one loan was for \$70,000 and one was for \$75,000. I was shocked!

We do not owe any money or loans. We are both in our 80s and concerned about our future and our credit. We are requesting help to resolve this matter. We were told so many lies it is overwhelming and would appreciate any assistance we can get.

Thank for your time,

Jayne and John Branscombe  
368 Howard St.  
Bangor, ME 04401

800  
CW

To Whom It May Concern,

Please accept this letter as my formal complaint against **Wyndham Vacation Ownership**  
Located at **6277 Sea Harbor Dr. Orlando, FL 32821**

I purchased a timeshare from this company and later found out I was lied to and misled throughout my sales process. Attached, you will find my reasons for wanting to cancel my timeshare contract. I also demand a full refund of all monies I paid into it. Thank you.

Alberto and Nancy Bernal

1605 Grass Valley Hwy SPC 58

Auburn, CA 95603

DIVISION OF  
CONSUMER SERVICES  
2017 SEP 26 PM 10:08



To whom it may concern,

RE: WYNDHAM VACATION RESORTS TIMESHARE CONTRACT

Contract #: 00041-1620792

I am contacting you with the intentions to cancel my Wyndham timeshare contract. I was severely lied to about what I was initially signing several times in my meeting when I last made a purchase with Wyndham Vacation Resorts. When I first sat down in my member update, I was told that I was going to owe a lot less. I was overwhelmed by the pressure they put on me. My sales representative gave me his cell phone number and for me to call him if I had any issues. The first issue I had after I made the purchase was that they never told me when I could cancel. After several attempts of trying to contact him, I was at a loss as to what to do. I called Wyndham to cancel my contract and all they could tell me was that it was too late. If I was told the truth about the contract we were getting into and not lied to, or that I would never be able to get back in contact with the gentleman I talked to I would have never made this purchase in the first place. I wish for Wyndham to cancel my contract and to take all debt associated with this contract because of what took place at that member service update, with all this hardship they have put our family through we also request a full refund.

Thank you.

Albert Bernal

1605 Grassvally Hwy Spc 63

Auburn, CA 95603

## Tim & Joy LaFleur

timeshare  
800  
CW

12/19/2017

State of Fla. Division of Consumer Services  
2005 Apalachee Pkwy.  
Tallahassee, FL 32301

Formal Assistance Requested:  
Sales Fraud RE: Wyndham Vacation Resorts  
Contract No. 00126-1622526

We are reaching out to your agency, because this company is allowing their agents to use deceitful tactics when selling their real estate timeshare program. They apparently feel no culpability is warranted in regards to what their sales agents practice.

The sales force very well knows that such falsehoods won't unravel within the time to cancel, and therefore their commission is always safe to not be cancelled. There is no way possible for us to have discovered such things until much later into the ownership.

If these fabrications were not told, we would not have purchased this, and that is why the agent told them! The motive for these sales associates was to simply achieve personal profit gain, via any means necessary to acquire our signatures for this contract.

Upon reviewing **UNLAWFUL ACTS** under the **FALSE OR MISLEADING ADVERTISING** as well as **UNFAIR METHODS OF COMPETITION; DECEPTIVE OR UNFAIR ACTS**, we have found that the representing agents of this resort have in fact violated these specific and strict rules and regulations of the Real Estate Commission.

**Unfair methods of competition; deceptive or unfair acts.**

It is unlawful to engage in unfair methods of competition or deceptive or unfair acts in the offer to sell or sale of a time share including, without limitation:

1. Misrepresenting or failing to disclose any material fact concerning a time share.

Why should we not allow anyone from this company to take advantage of us any longer, so we hope you can see something

7016 3360 0000 3032 5218

DIVISION OF  
CONSUMER SERVICES  
2018 JAN -5 AM 10:06

Exhibit H8

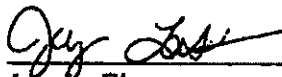
of concern in our attached letter. Also, per the guidelines of each of the 50 Real Estate Commission's in United States, "legal contracts can be canceled or rescinded upon if fraud, failure to comply with legal procedures, or misrepresentation occurred".

There were unlawful misrepresentations in our presentation. Upon studying my consumer rights, we find that legally, this does in fact constitute a cancellation of this misrepresented contract, and plausible reason for your agency to look into this. Please see our notarized letter that explains the background of this complaint, and contact us with further instructions.

Sincerely,



Tim LaFleur



Joy LaFleur

389 McPherson Road  
Hallsville, TX 75650

Aug 15 17:08:17a

All Seasons

9032388127

p.1

# Tim & Joy LaFleur

August 8, 2017

Wyndham Vacation Resorts  
6277 Sea Harbor Drive  
Orlando FL 32821

Dear Sir or Madam:

Representatives from Wyndham Vacations Resorts bullied us into buying a timeshare. We were detained much longer than promised and made us feel like we could not leave until we made a purchase. Our contract is parasitic and a burden to our lives. We get no satisfaction from our ownership, and demand release from our contract No. 00126-1622526 effective immediately, with full refund. If this is not done, we are prepared to follow up with regulatory agencies. We purchased on September 17, 2016. We visited Pleasure Pier at Panama City Beach and were trying to find a map of the city. A Wyndham representative approached us and told us we could get a 7-day vacation for just a short visit to the Wyndham resort. We thought this was a good deal, but he charged us \$75 to ensure our attendance. He told us we needed only to attend a one-hour presentation.

We arrived at the resort and entered a conference room with sales rep Haley Brooks. We told Haley we had plans in the afternoon, but she assured us the one-hour timeframe wouldn't interfere. We were there for 6 hours. At no time during the introduction or when we were solicited on the beach, were we told this was a timeshare presentation.

During the presentation, Haley told us this was a vacation ownership, not a timeshare. She described it as an investment that we could pass on to our kids. She never told us our kids would assume responsibility for maintenance fees after we passed. She said Wyndham was building new resorts every day, which would increase our access and in years we did not use the timeshare, we could rent it out. That became a joke later on, as we wondered how we could rent it out when we couldn't even book it for ourselves.

She asked about the types of vacations we enjoy, and we answered that we enjoy cruises. She said with our ownership, we could enjoy cruises on Norwegian Cruise Lines. She promised there would be no blackout dates. She never said we would need to book nine months ahead, or that we would face additional points cost when visiting other locations.

She took us to a second location where she doubled the pressure on us to buy. She then had us fill out a credit report to see if we qualified for financing. Upon approval, she increased the pressure even more. She said we could own it for just \$1,800 per month and we would receive Platinum status. With that, we could go wherever and whenever we wanted. She took us into another room and played a video featuring Wyndham's fabulous destinations. We protested we could not afford \$1,800 per month, and she asked what we could pay. We returned to the desk and were magically greeted by a manager who said we could obtain Silver status and an extra 200,000 points for the price we said we could afford. That should have been a red flag to us, but we were trying to leave and get on with our plans. The next time we said no, they said they would give us extra benefits to compensate for the cost. We refused again, and they offered to pay for us to have RCI membership, Club Wyndham Plus Partnership, Perks, and Rewards Club passes. Margaritaville would be our home resort for \$500 per month. The pressure on us continued, but we were ready to leave and reluctantly agreed.

The first time we tried booking a resort, we learned we had to book months in advance to even get a basic room. The dates we planned were not available, and this became the norm every time we tried. We finally got a room in New Orleans 9 months after we bought. We arrived and found

Exhibit H10

Aug 15 17:08:17a

All Seasons

9032388127


p.2


out we had to pay an additional \$700 for the additional room we needed due to their website being down. We could only use our points through the website, or so they said. We also had to pay \$20 to come to breakfast the next morning. They never disclosed this was for a sales meeting. We had plans but took time out of our vacation to attend this breakfast meeting, which was supposed to be only an hour long. It lasted two hours and would have lasted even longer if we hadn't walked out.

The meeting itself was VERY informative. We were ushered into another room, but were resolved not to be bullied into another purchase. The salesman reviewed our paperwork and said, "I don't know what this means," and showed us a number with four or five zeroes in front of it. He leaves to ask someone else, and returns, asking if anyone called us to activate our incentives. The answer was no. He announced that since Wyndham didn't call within 6 months, we were no longer eligible for them. No RCI membership, no Perks or Rewards, no nothing. he said it didn't matter that it was listed in our paperwork. He then said we were paying too much to be Silver members and should be Platinum. He further said we were not with Wyndham but only Margaritaville. Our points would only work for Margaritaville resorts unless we used more points or an exchange. This was all news to us. We were initially told Margaritaville joined Wyndham for more destinations and that we had access to all destinations listed under both. Then he hit us with the sales pitch. We could get all the perks we were promised if we bought into Wyndham. He went so far as to suggest we could take out a home equity loan to finance the upgrade. This was the last straw! So now they wanted us to pay \$400 for monthly payments, \$100 for maintenance and a \$10,000 down payment and on top of that, another loan. We directly refused. He asked us to think about it, and said he would call us later in the day. He never did. That's when we realized this was a scam.

So, our ownership status is in doubt. He said we can't use it for Wyndham, but were able to book on that one occasion. Even then, ownership was worthless, as we had to pay for our room. We cannot use it when and where we want, as promised. The one time we used it, the staff tricked us into attending another sales meeting. We attended our first sales meeting in good faith, thinking it would last an hour, as we were told. Instead, we were all but made to sign with a gun to our heads. We have no confidence in Wyndham, and indeed, think it is all a confidence game. We are serious about terminating our contract and obtaining a refund.

Sincerely,

  
Tim LaFleur

  
Joy LaFleur  
389 McPherson Road  
Hallsville, TX 75650

Signed and sworn to before me on this 13<sup>th</sup> day of August, 2017.

Aug 15 17:08:17a

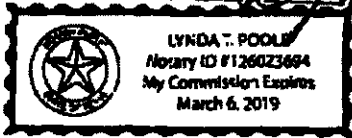
All Seasons

9032388127

p.3

Notarized By:

*Lynne J. Pool*



Commission expires:

*3/6/2019*



State of Wisconsin  
Governor Scott Walker

800 SB

Department of Agriculture, Trade and Consumer Protection  
Sheila E. Harsdorf, Secretary

January 31, 2018

Patricia Wheelock  
2982 County Rd 756a Lot 471  
Webster FL 33597

RE: File 78824 (Refer to this number when contacting our agency)  
Wyndham Vacation Ownership Inc  
6277 Sea Harbor Dr Wvo Call Center Compliance Dep  
Orlando FL 32821-8043

Dear Patricia Wheelock:

Thank you for contacting the Department of Agriculture, Trade and Consumer Protection concerning Wyndham Vacation Ownership Inc.

I have written to the business to try to assist you to find a solution to your complaint. I asked them to review your concerns and then contact me to discuss what may be done to resolve your complaint. The company may also contact you directly.


In addition, some issues in your complaint may be within the authority of the agency listed below, so I am forwarding a copy of your complaint directly to them:

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
DIVISION OF CONSUMER SERVICES  
2005 APALACHEE PKWY  
TALLAHASSEE FL 32301

TELEPHONE: 850 488-2221  
[www.800helpfla.com](http://www.800helpfla.com)

Thank you again for bringing your complaint to our attention.

Sincerely,

  
R. Tony Martin  
Consumer Protection Investigator  
Mediation Unit  
Bureau of Consumer Protection  
Email: [Tony.Martin@wisconsin.gov](mailto:Tony.Martin@wisconsin.gov)

Enc.: Timeshare Fact Sheet

DIVISION OF  
CONSUMER SERVICES  
2018 FEB -5 PM 12:37

*Agriculture generates \$88 billion for Wisconsin*

2811 Agriculture Drive • PO Box 8911 • Madison, WI 53708-8911 • [Wisconsin.gov](http://Wisconsin.gov)

An equal opportunity employer

WDATCP

JAN 26 2018

Division of Trade &  
Consumer Protection  
Madison, WI

I, Patricia Wheelock, own 874,000 points in CWA/Bonnet Creek and Wyndham. I now owe a loan balance of \$58,000 due to two purchases that I feel very misrepresented on. I am elderly and have been taken severely advantage of by the sales reps due to my age and lack of full comprehension. I thought the salesmen were trying to help me but now I know they were just lying and making up false claims about what I owed so that I would upgrade with them. Because I'm elderly I tend to be very trusting and did not realize how much I was being lied to. Even when I said no multiple times they would try to force and threaten me saying things that I will love my investment, I won't be able to travel to the locations I want, I will lose out on benefits, I should have never did that at the last resort, why did you buy that, etc...they high-pressure sales and lies never stop.

In 2015 I attended a timeshare presentation and told them I was not buying anything as I cannot pay for what I already have. The salesman acted like he cared and said he would help me lower my payments why didn't I do it when I was offered it before. He said he needed to move my deed to Bonnet Creek. I told him I could not buy anything because I can't afford it. He said let me handle it and I'll lower your payments. I trusted him and that he was going to help me.

He told me that he was going to set me up with a guaranteed rental program that would cover my mortgage and maintenance fees with the new contract. He also said now I would be in the new maintenance fee credit card program where all your points go directly to your maintenance fees so now I won't have to pay that fee either. I told him it sounded too good to be true and he assured me it was the new Wyndham program.

During my last visit to Glacier Canyon (Wisconsin Dells) on 5/8/17, I went to a member update and I had complaints that I had issues getting a reservation at Glacier Canyon. They told me that it was because I was deeded solely in Bonnet Creek and that I will never be able to get a reservation there with the new Wyndham system. They said that I needed to diversify and own CWA. I told them I'm not buying anything to do this. They assured me I wasn't buying anything they were just taking some of my Bonnet Creek and moving it into CWA. They asked why did you decline that when it was offered. I now know that was also a lie. I am a senior citizen and again I was taken advantage of by a lying salesman. After 5 hours, they told me that in order to do this, I'd have to purchase but it wouldn't cost me anything. I asked how this was possible. I was not aware I would have to buy the entire time right up until before I went in to do the contract with the QA. I felt like I had no choice. They did a split trade. They said I would gain more access to all the resorts. I was told to offset my additional costs by rental and was told to use Wholesale Holiday Rentals in Myrtle Beach, SC or to use Wyndham Reward points to offset my maintenance fees. I told them that neither the rental nor the maintenance fee program worked for me since 2015 so I don't believe it works. They assured me I was in the old program and now the new improved program is guaranteed and I would be assigned him as my personal contact to do these things for me. This has put me in a severe



financial hardship. I also have several medical issues and do not have the money to pay for these last two contracts.

Due to last purchase, I have \$7,269 on Paypal, and the 6-month no interest is up 11/17/17. I also have nearly \$17,000 on my Wyndham Reward Credit Card due to the autopay. This payment is due 11/13/17, and cannot afford it.. My Wyndham Credit Card is just accumulating every month because I cannot make the payments. (hence \$17,000+ balance). I now have 3 active loans due to payments that transact by Wyndham on her Credit Card. I want the 2015 and 2017 contracts to be canceled and I want to go back to my old ownership where I could afford it. Charging it to my credit card is just burying me in debt. I want all autopays to STOP immediately upon receipt of this letter. I want a refund of all money I've paid into Wyndham for these two contracts and relief of all debt. If not, I will stop all payments immediately.

I need immediate help! It's difficult for me to understand due to hearing loss by phone and I prefer all replies by email please.

Patricia Wheelock  
2982 Cty RD 756 a Lot 471  
pwheelock1234@gmail.com

**Martin, Tony - DATCP**

---

**From:** Patricia Wheelock <pwheelock1234@gmail.com>  
**Sent:** Tuesday, January 30, 2018 4:45 PM  
**To:** Martin, Tony - DATCP  
**Subject:** Re: WI Bureau of Consumer Protection - Consumer Complaint #78824

Thank you for your response.

2015 - Bonnet Creek, Florida

2017 - Glacier Canyon , Wisconsin

On Mon, Jan 29, 2018 at 11:16 AM, Martin, Tony - DATCP <[Tony.Martin@wisconsin.gov](mailto:Tony.Martin@wisconsin.gov)> wrote:

Dear Patricia,

Please see the attached letter regarding the complaint you filed with the Department of Agriculture, Trade and Consumer Protection. I just needed to ask a couple clarifying questions so I can best address your complaint. You can just reply to this email with your responses if that is easiest for you.

Thank you,

Tony

R. Tony Martin

Consumer Protection Investigator-Mediation Unit

Bureau of Consumer Protection / Division of Trade and Consumer Protection

Wisconsin Department of Agriculture, Trade and Consumer Protection

Phone: (608) 224-5173

Fax: (608) 224-44939

[Tony.Martin@wisconsin.gov](mailto:Tony.Martin@wisconsin.gov)

**Carl Kluttz**

326 Crisp Rd. Gastonia North Carolina 28056

Please Communicate By Email: **Carl.Kluttz@mountainemails.com**

800  
TIMESHARE  
SB

March 18, 2018

DEPT OF AGRICULTURE  
AND CONSUMER SERVICES

Florida Attorney General Consumer Services  
PO Box 6700  
Tallahassee, Florida 32399-6700

MAR 26 2018

BUREAU OF FINANCE  
AND ACCOUNTING

**Reporting: Wyndham Vacation Resorts For Misrepresentation, Sales Deception, Unfair Business Practices And Timeshare Fraud.**

Good morning,

I am a resident of North Carolina and I'm writing to ask for your assistance, regarding my experience in purchasing a vacation timeshare at Wyndham Vacation 6277 Sea Harbor Drive Orlando Florida 32821. When I purchased the timeshare, I was in Florida. The timeshare company's corporate office is Wyndham Vacation Resorts 6277 Sea Harbor Drive Orlando Florida 32821.

I have been victimized by *timeshare fraud* and *deceptive sales practices*, I have no legal counsel regarding this complaint, and I am not asking your office to be my private attorney, but I would appreciate your assistance in getting this *fraudulent* contract canceled and my money returned.

Below you will find a copy of the letter I sent to both parties above, and as of this date, there has been no resolution. Help from your office would be greatly appreciated. As you read the letter I sent to them, you will understand that the entire Wyndham Vacation sales process and experience was full of *high-pressure, fraudulent* and *deceptive sales tactics*.

However, even worse, later I discovered the sales presentation included lots of *misrepresentation, sales deception, untruths, partial truths, and outright lies*, all of which, were cleverly presented in such a way, that they could not be exposed or discovered until much later than the rescission period.

Wyndham Vacation Resorts sells timeshare to consumers who reside in all fifty states and in filing this complaint with your office, I state that my complaint is a truthful account of my experience and I am the individual that entered into a marketplace relationship with Wyndham Vacation Resorts.

I authorize your office to send my complaint and supporting documents to all of the above businesses identified in this complaint and to receive confidential financial information about me from these companies. In case you need to know, there is NO court action pending, and I have NOT lost a lawsuit regarding this matter.

**Please Communicate With Me By My Email.** The above complaint is true and accurate to the best of my knowledge. Thank you in advance for your help.

Sincerely,

  
Carl Kluttz

Please Communicate By Email: **Carl.Kluttz@mountainemails.com**

DIVISION OF  
CONSUMER SERVICES  
2018 MAR 28 AM 9:55

Attention Customer Service,

In October 2016 my husband and I traveled to Panama City Beach, Florida for a vacation.

We were staying at a Wyndham resort compliments of a friend.

It was not our first visit to a Wyndham resort, but the first time we had ever been approached by the staff at check-in to take a tour and listen to their presentation which would only take an hour.

Weary from the 8 hour road trip we were just wanting to settle into our room, but then staff assured us it would be a painless one hour presentation and we would be provided with a certificate for a free one week vacation at the resort of our choosing for up to 8 people if we attended.

Sounded simple and harmless so, we reluctantly agree to attend a presentation the next day, we just wanted to get to our room after the trip upon arrival.

Our first day was wasted with what turned out to be a 5+ hour plus long sales pitch. Everything that was talked about was extremely too much money; we just could not afford what was being discussed. And we told the salespeople that again and again. But the pressure was relentless.

Finally, the offer was made for a 82,000 points plan. We had tried twice to tell the salespeople that we wanted to go back to our room, they keep saying to us, set back down, we are not done yet!!! We since we were tired and our first day had been wasted. This was not my vision of our first day of vacation! We felt we could not leave without buying.

Then later early in 2017, my husband received a phone call from Wyndham offering a three-night getaway to Myrtle Beach for a one-hour seminar. He told them we had points we don't really understand how to use them and would rather be informed on how to better use our points we already had.

We were told that that would all be covered in the seminar and to come on down. The seminar would explain all our questions. **This was all a huge lie!**

The seminar turned out to be nothing more than another sales pitch on buying more points (afterthought upon leaving) ... **at the seminar, we heard you can double your points for the same money you are currently spending/paying.**

I kept saying I don't understand; this doesn't make since. I must say the staff was very well trained in spewing out the lie after lie.

**They had a comeback for everything. It was kind of like someone being interrogated like you see on TV.**

First of all, upon arrival, we were not at a Wyndham resort, and NOBODY had a clue why we were there.... we did have to pay some fees. However, they did have a rep on site, and she couldn't direct us either without multiple calls ... **it was a dump!**

Then we had to travel to the resort. The sales pitch was at least six hours long, another wasted day just to get in our pocket.

Their intire plan (seminar) was to get us to buy more points and use something like a home equity loan to pay for it. We were told that we would get more points and pay less interest, but still pay the same money.

After talking to several people, we were so confused we didn't know up from down. We told them again and again that we didn't understand any of what they were telling us, but we were assured that they were taking care of everything so that we would have a better plan than before.

That they were going to make our present plan so much better and the new plan would give us benefits like air travel and car rentals.

We told them that we could not afford a penny more than we were already paying. And we were assured us that would not be that case. However, come to find out, it doubled in cost!

We had been beat down to such a degree that we started to believe that they had our best interest at heart and they were simply adjusting our point plan so that it would be of better use to us.

Also, they had me write out a handwritten statement as to why I wanted to do this.

Steve told me what to write; I just wanted to leave! (I couldn't tell you what I wrote if my life depended on it) **We were told that because of the price they were giving us that we had to waive our rights to cancel. They were giving us a special deal just for today.**

But because our deal was so special that we could sell it anytime we wanted and make a profit and Wyndham would buy it back.

The monthly bill on the Wyndham rewards credit card appeared to almost double, and we have two PayPal same as cash accounts coming due in early November (\$20,000) this year. There is no way that we can to pay for this.

We tried with two major banks to get a home equity loan to cover this but due the excess debt from Wyndham put our debt to income way upside down.

We are now faced with a credit card payment we can in no way afford. We have no way to pay the 20,000 dollars on the PayPal accounts.

I kept telling the salesman, "I don't understand, I don't understand how this will work" He kept assuring me that if I had any problems just call customer service in Orlando.

We have no clue how all this works and have yet to use one single point. These people are no better than the scammers that call your phone or send emails; the only difference is they do it face to face.

**You Misrepresented Everything You Told Us In Every Possible Way And Have Broken Us Financially.**

We want is out of this nightmare, even at our age it was a lesson very well learned... I guess you are never too old to learn!

But I do know this: **You are no better than thieves.** I hope you are proud of yourselves!

We are so ashamed for letting ourselves be caught in your treacherous web of lies. Wyndham has done everything it can to destroy our future.

Another thing we really don't understand is how our government allows any company to take advantage of innocent people like you did.

And we were indeed innocent of all of this because we keep telling you we didn't understand. Surely what you did to us can't be legal.

**So I am writing to inform you that we want this contract canceled NOW!!!!**

**We want all of our money back!!!**

We want nothing to do with your company and never want to talk to anyone at Wyndham again.

**Now even to hear the name "Wyndham" is DISGUSTING.**

Connie S Kluttz

Carl D Kluttz Jr.

**David Kuebler**

12009 Modesto Ave NE Albuquerque New Mexico 87122

Please Communicate By Email: **David.Kuebler@lighteningemails.com**

DEPT OF TREASURY  
AND CONSUMER SERVICES

March 18, 2018

Florida Attorney General Consumer Services  
PO Box 6700  
Tallahassee Florida 32399-6700

800  
SB

MAR 30 2018

BUREAU OF FINANCE  
AND ACCOUNTING

**Reporting: Wyndham Vacation Resorts For Misrepresentation,  
Sales Deception, Unfair Business Practices And Timeshare Fraud.**

Good morning,

I am a resident of New Mexico and I'm writing to ask for your assistance, regarding my experience in purchasing a vacation timeshare at Club Wyndham Vacation Ownership 6277 Sea Harbor Drive Orlando Florida 32821. When I purchased the timeshare, I was in Florida. The timeshare company's corporate office is Wyndham Vacation Resorts 6277 Sea Harbor Drive Orlando Florida 32821.

I have been victimized by *timeshare fraud* and *deceptive sales practices*, I have no legal counsel regarding this complaint, and I am not asking your office to be my private attorney, but I would appreciate your assistance in getting this *fraudulent* contract canceled and my money returned.

Below you will find a copy of the letter I sent to both parties above, and as of this date, there has been no resolution. Help from your office would be greatly appreciated. As you read the letter I sent to them, you will understand that the entire Club Wyndham Vacation Ownership sales process and experience was full of *high-pressure, fraudulent and deceptive sales tactics*.

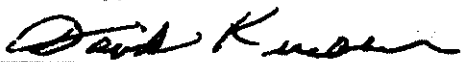
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Wyndham Vacation Resorts sells timeshare to consumers who reside in all fifty states and in filing this complaint with your office, I state that my complaint is a truthful account of my experience and I am the individual that entered into a marketplace relationship with Wyndham Vacation Resorts.

I authorize your office to send my complaint and supporting documents to all of the above businesses identified in this complaint and to receive confidential financial information about me from these companies. In case you need to know, there is NO court action pending, and I have NOT lost a lawsuit regarding this matter.

Please Communicate With Me By My Email. The above complaint is true and accurate to the best of my knowledge. Thank you in advance for your help.

Sincerely,



**David Kuebler**

Please Communicate By Email: **David.Kuebler@lighteningemails.com**

2018 APR -2 AM 11:25  
STC, FLA.



Wyndham Vacation Resorts  
6277 Sea Harbor Drive  
Orlando, FL 32821

**Don't Miss The End Of This Letter.  
\$10,000,000 (Ten Million) In Wyndham Negative SCAM Social Media Posts.**

**I will also be reporting Wyndham to the FBI. Your lies need to be stopped!!!**

[www.fbi.gov/investigate/white-collar-crime](http://www.fbi.gov/investigate/white-collar-crime)

---

Wyndham Vacation Resorts:

We first became associated with Wyndham timeshares while in Pagosa Springs, Colorado. We went into the main office to see what was there and were greeted by a receptionist. After we had looked at some of the literature there, we were asked if we would like to take a tour of the Village Point facilities to get a feel for what Fairfield Pagosa had to offer.

After touring some of the facilities and timeshares, we were asked if we would like to attend a short presentation about the benefits of owning a timeshare. We were offered a free \$50 Visa gift card if we would go through a short presentation.

We agreed to meet with a salesman and waited shortly until we were taken back to meet with a salesman, John Kliminski in the sales offices. He made a detailed presentation with visual materials of the value and benefits of owning a timeshare.

He began a sales pitch to sell us a Red Week, Unit Week 24; Building No 4 Unit 7516. He emphasized what a valuable week it was, in the high demand season, and that we could sell

or trade the week as desired and that it was a **very good financial investment for future.**

We told him that we wanted to think it over, but were told that we needed to decide at the risk of losing the great price and opportunity. Ultimately we decided to try out timeshare ownership and went through with our first contract in the early 90's. We paid off the contract. After some time went by, my first wife and I went through a divorce.

Several years later I remarried. Esther and I were in Pagosa Springs, and we stopped into the Timeshare office to get my first wife's name off the Deed and have her removed from correspondence I received with my first wife's name on them.

**We were also offered to purchase a foreclosure timeshare at a greatly reduced price.**

We said not now, but they wouldn't take no for an answer. After showing us this offer,

**John got angry and blurted out "Well do you want it or Don't You."**

We felt very intimidated and embarrassed, and badgered, but agreed to pick up the property because the intimidation we felt from John. John said he would also be our contact person and our account manager but has never once contacted us after a sale.

Wyndham then converted to a points only system.

Our Pagosa contract was not what we expected, and we were told that in order to make it right we had to purchase additional points to take

advantage, or so we told, of the flexibility that the new points system would give us. We never went to Pagosa Springs again. I assume that our Pagosa contract was converted to points.

Wyndham has never explained any of the direct questions about our contracts. There was never a consideration given to us. We were always forced to sit there on their "runaway train presentations, that was just a sales presentation disguise. After several hours of confrontation, we were numb, and emotionally drained and had no time to digest what was presented in the meeting.

While on vacation in Las Vegas in mid-May 2011, we were contacted and told that there were new features that we needed to understand in order to make full and better use of our timeshare contract.

We were asked to attend a free breakfast where Club Wyndham and Club Wyndham Plus would be discussed, and any questions that we had could be answered.

We found ourselves assigned to a single salesperson who took us to get some breakfast and then took us to his private cubicle. We were told that all we needed was to purchase an upgrade to VIP status. This upgrade would enroll us in the expanded programs that would allow us to reap the full benefit of our ownership and the new programs.

We told the salesman that we could not afford to upgrade and asked specific questions about the programs. We asked him why we needed more points. His answer repeatedly in spite of the question was, "If you could travel anywhere you wanted in the world at any time you wanted, would you like that?" We responded that of course, anyone would like that.

He took that answer as a license to proceed without being asked to. He presented an upgrade plan that would get us the increased status. We were told we needed this improved status and reservation power and if we did not do this, we were cutting ourselves short by not being able to utilize our timeshare properly.

This upgrade, we were told, would allow us to use our points to purchase airfare and other perks. We have since found out not to be true. We were told that with VIP status we would never stand in another line when checking in.

We were told that we could go to the VIP check-in at resorts to save us check-in time. This upgrade would give us priority over others in making reservations. **We were also told that if Wyndham Resorts would give us free Limo pick-up and drop-off at all our desired destinations. None of this has ever come to pass. We were lied to and manipulated by a scam that Wyndham is allowing.**

I don't believe for a second that Wyndham's upper management is not aware of the lies and out-and-out deceit that is being used to victimize innocent people.

**No other industry could run a business like this and it not be illegal.**

**I feel this is criminal and should be looked into by government authorities as to how Wyndham let their employees deceive us into believing we had to have this upgrade regardless if we could afford it or not because they told us we could sell it or rent it at a great financial return.**

Even when told repeatedly that we wanted time to think things over, we received extreme pressure to make a decision at that time. If we left the

meeting, the offer would not be there for us the next day. It was either now or never.

Our credit scores were taken, and a loan agreement brought to us. When we got to financing options, "Bill Me Later" was represented as the best alternative to signing the contract that day and at that time. We were told that all we needed to do is pay Bill Me Later off when we got home.

We were made to feel "stupid" if we didn't sign. We were bated with, "After all; anyone would want to have the advantages of such a great plan." We were never given any time to review any of the contracts before they stood over us and told us where to sign.

Our last experience with a Wyndham sales team developed quite by accident in July 2015 in Branson, Missouri and was no better from the outset. Not long after our check-in, while in our timeshare, we were visited by a salesman, unsolicited, asking if he could have 10 minutes of our time. He wanted to make sure we were settled in and happy with the accommodations. We told him they were fine.

He then asked us if we had any questions about our Wyndham points contracts. We asked him how we could convert or sell our Wyndham Pagosa Contract. Did we have any options for conversion? Why were we experiencing increasing maintenance fees each year?

No one had ever explained it to us but at the time we were sold, Wyndham assured us this would never happen.

The agent said that if we could meet him in a half hour, he would check our contracts and explain the terms. It would only take about 15 minutes. We went and only found he told us that he wanted to present us with a way to

combine our contracts and with the purchase of some additional points, we could maximize our contracts and achieve Platinum Status, which would put us at the top tier of Wyndham owners.

Due to this bait/switch move, he began to show us just what we could achieve by purchasing another block of points, etc.

**We were told that we could borrow at a low-interest rate and also, that we should open a Wyndham rewards visa card that would allow us to change all charges, loan payments, etc. into Wyndham Rewards Points that would allow us to travel with increased freedom and flexibility.**

**He said that loan interest and fees could be written off on our taxes and that everyone else did it too. As it turned out, this was a lie. The interest rate was not as represented and was higher than stated.**

**Just one of the many, many lies that we have had to deal with by being associated with your company.**

One of our goals was to be able to send family and friends on vacations as guests. **He made statements that Wyndham would buy back our contracts should we ever want to sell and at the rate, it was selling for at that time and not the price we were paying because we were getting it at a discount rate.**

**Therefore we already had built in equity. We were told that we could sell our timeshare anytime at a profit, because it is real estate and like any real estate it does increased value.**

Another benefit he told us about was that with all or our Platinum points we could still travel as well as sell access or rent to others at a profit during high demand times and for events such as Marti Gras, Super Bowl, etc.

After hours and hours, we were pressured into a new contract that we did not ask for and did not understand what we were doing. We were simply trying to rectify the one we had.

Our initial Pagosa contract question was totally ignored, and at the end of the time spent, both of us exhausted, we were told that we still had the Pagosa contract and points and that we could easily sell it ourselves. We just wanted to get out of there to vacation in Branson, which we had always looked forward to.

When we later looked into selling the Pagosa contract, we found out to our dismay that the contract was worthless. We just couldn't believe this to be true.

We were told over and over again by Wyndham, that buying a timeshare was a great financial investment that we would reap the rewards of selling at a profit when we wanted to.

We started searching the internet and found to our horror that similar contracts as ours were selling on E bay for \$1. Again, we had been told lies, half-truths and been taken advantage of.

**We were sold what we really did not need or want only because we were lead to believe the Wyndham lies.**

A typical example of how we have been harassed while on our timeshare vacations took place when we visited New York City. Upon check-in, we were tired and just wanted to get to our suite. The check-in agent wanted

us to immediately sign up for a free "white glove" breakfast and program update presentation the next morning. She asked for a credit card to hold our reservation.

We told her several times "NO", but she would not let up on us. After we went to our room, we were called and asked again to attend. We again rejected her invitation. The afternoon before and the morning of the event, we received and ignored phone calls every 20 minutes until the time of the event.

We had to avoid the agent all the time we stayed in New York. That is blatant harassment, and because of this pressure, we were very dissatisfied with our stay. We couldn't enjoy a moment of pleasure because of the constant harassment by your employee.

**What I'll be posting online will be the details of our experience with Wyndham Resorts and how we experienced Wyndham's high-pressure sales staff, deceptive practices, half-truth representations and lie after lie from the Wyndham sales agents.**

The posts will read,

**Stay Away From Wyndham,**  
**Their Timeshare Is A BIG SCAM!!!**

**I'm going to put this all over the internet. Today, it's easy to do with the right software.**

**After spending over \$100,000 in contract fees, we regret doing business with Wyndham. The whole experience has been nothing but lies and deceit.**



**I will also be reporting Wyndham to the FBI. Your lies need to be stopped!!!**

[www.fbi.gov/investigate/white-collar-crime](http://www.fbi.gov/investigate/white-collar-crime)

We continue to receive unsolicited calls from Wyndham sales personnel telling us to contact them as we are eligible for contract loan interest rate and maintenance fee reductions by changing our home resort to such locations as Hawaii.

The truth is that Wyndham has no honest intent to help us **EVER**! It is nothing but a ploy used by the Wyndham company in order to make any alterations in our ownership; there is a minimum requirement that we purchase, I believe, thousands of dollars of additional contract points, i.e., another contract!

Their program is self- serving and all the "friendly" treatment is totality fake. Your company cares nothing about your clients. We even ran into a friendly waiter in New Orleans who during the course of conversation told us that he had just taken his new job after his conscience convinced him to quit the Wyndham training program, due to their extreme dishonesty they were encouraged to use with perspective clients.

**HOW CAN ANY OF YOU SLEEP AT NIGHT WITH THE WAY YOU USE DECEPTIVE SALES PRACTICES ON INNOCENT PEOPLE.**

**You have no regard how your lies are destroying other people lives and putting their livelihood in severe jeopardy where they have to struggle to make ends meet all because of the deceit you have heaped upon them.**

Case 1:00-cv-00100-WHT Document 1-1 Filed 02/10/10 Page 1 of 1

We have received multiple attempts from sales personnel to put our children on Wyndham contracts to allow them to inherit "the benefits" of Wyndham travel. For many reasons previously stated, we have declined to do so.

**I will be telling the Attorney General Office how you are lying to people and how people should RUN in the opposite direction from having anything to do with Wyndham.**

Because of the pressure we have been put under to attend "informational" presentations while visiting multiple Wyndham resorts using our contracts, we have no desire to be involved with Wyndham Resorts any longer; **your company is a SCAM!!!**

Esther and I are both 70 years old. We have worked hard all our lives and pursued Wyndham thinking erroneously that it was an honest company.

Your track record with us has certainly shown this not to be true. We pride ourselves as being good and honest people whose goal in life was to have carefree travel for ourselves, our family and friends. We have faithfully paid contract fees of nearly \$100,000.

**When both of us were reaching retirement age, we were laid off from our career jobs but that did not slow Wyndham from going after us using every available lie to bleed us dry of our limited finances.**

Because of your lies, we will no longer be fulfilling anything that we have with your company. We will no longer be a part of anything that has to do with your corrupt company.

**YOU HAVE TREATED GOOD HONEST PEOPLE HORRIBLY!**

**This is not morally right.**

**This is illegal, that anyone, can deceive innocent customers the way Wyndham has let its salespeople deceived us.**

The Contract and Maintenance fees, as far as we are concerned, that were deceitfully acquired from us by Wyndham and their sale staff are null and void.

I nor my family will be your victims any longer!

We are extremely fragile at this age in our lives and Wyndham is trying hard to destroy us.

**We Cannot Afford This Undue Stress On Our Finances Or Our Health.**

At our advanced age, Esther and I can no longer travel. At age 70, both of us have lots of health limitations that we are dealing with.

Due to a nearly fatal accident I was involved in while working and living in Israel in 1995, both of my hips and left knee have degraded of the past years, requiring me to have both of my hips and left knee artificially replace.

**The additional stress Wyndham is forcing on us is deteriorating our health even further.**

My wife Esther now has developed degenerative arthritis she must wear orthopedic wraps on her back, elbow, and knee to help her function without pain.

As you can see by my letter, we are very dissatisfied and upset with our dealings with Wyndham throughout the term of our timeshare contract.

**The Deceptive High Pressure In New And Returning Client Presentations, Half-Truth Representations And Lies We Have Had To Deal With Are Totality Unacceptable.**

We have always approached Wyndham in good faith, and this is what we get in return.

We have never received, from Wyndham Vacation Resorts, basic or even genuine consideration for our rights and wishes and it was never even a consideration by your company as to how they were affecting our health and financial stability.

**You Have Stolen Our Resources Just Like Any Thief Would Do That Has Come Into Our Lives And Robbed From Us.**

Again, I have to ask how Wyndham and their sales staff can sleep at night.

**Buying Your Timeshares Has Become The Worst And Most Intimidating Experience Of Our Lives.**

I will no longer be victimized by Wyndham's deceptive sales lies.

**I demand that Wyndham cancel the contract and send me back all the money that they have stolen from me and my family through lies and deception.**

I know some young people who love us and know how-to and are willing to help us take the Wyndham SCAM news to the internet.

They know all about moving news across Facebook and the rest of the internet.

**Social Media Is What They Do For A Living, And They Are Just Waiting For Me To Say Go, And They Will Build A Very Big Daily Social Media Negative And SCAM Post Campaign About Wyndham.**

**They tell me the social media posts will be - Seen By Millions Of People Each Day!**

As I said, these people love Esther and I and are willing to do a yearlong "Wyndham negative SCAM post campaign, all over the internet which will have Wyndham SCAM posts every single day, seven days a week.

If you're going to keep my \$100,000, this old man, is going to make you pay for it, by doing at least **\$10,000,000 (ten million)** in Wyndham negative SCAM social media posts.

I may be old, but I'm not going to let anyone SCAM us like Wyndham has tried to do.

David Kuebler

800  
CW

To Whom It May Concern,

Please accept this letter as my formal complaint against **Wyndham Vacation Ownership**  
Located at **6277 Sea Harbor Dr. Orlando, FL 32821**

I purchased a timeshare from this company and later found out I was lied to and misled throughout my sales process. Attached, you will find my reasons for wanting to cancel my timeshare contract. I also demand a full refund of all monies I paid into it. Thank you.

Herbert Chapman Jr. and Susan Pollard  
PO Box 9138  
Surprise, AZ 85374-9138

2018 APR 18 AM 10:08

**SUSAN C. POLLARD**

670 Dover Highlands Trail,  
Ellijay, GA 30540

Wyndham Member # 10144089

To whom it may concern:

We have had various timeshare agreements with Wyndham and over a period of years we have been deceived as to our ownership and trading power.

Salesmen have advised they would be our personal representatives helping us with exchanges and information with the company. But, when contacted they were unavailable or on vacation and never returned calls.

At one point I had my timeshares paid off, only to be brought into a sales meeting and lied to about trading resorts and maintenance fees for something better. This became impossible, because we became in debt for a period of years and promised reduced maintenance fees were actually larger than before.

Finally, at the Emerald Grand in Destin, FL, we went to a breakfast meeting and needed to check out. After doing so, we entered a meeting with a salesman. We advised that if we did anything we did not want to pay any down payment and really didn't want to make any more changes. However, the long day resulted in a series of steps about trading units back and forth by our salesman. He came and went each time having a new deal for us to look at. Then, when we finally got into closing the numbers where not as we thought, we had two agreements and two down payments where charged on our Wyndham Visa card.

The above series of deception and lies has put us in a financial hardship that we are unable to pay on our fixed income along with house and other household expenses. We cannot afford to live with this huge financial obligation.

Sincerely yours,

  
Susan C. Pollard

**To Whom It May Concern,**

**Please accept the attached letter as my formal consumer complaint against Wyndham Resorts. In my letter you will find my reasons for believing that I was sold this timeshare by a sales person that used unethical sales practices and in turn, put me into a financial and stressful burden.**

**Thank you for your time in this matter.**

**Linda and Frank Valencia  
13203 Scarlet Mist Way  
Germantown, MD 20874**



1-1 Filed 02/27/20 Page 20 of 49 PageID #: 136

800  
CW

April 7, 2018

2018 APR 18 AM 11:00

To whom it may concern,

Ownership with Wyndam Vacation Resorts has become a big huge debt to our finances. Every Vacation Resort we visit, when checking in the front desk representative invite us to a seminar to apparently educate us and answers any questions we may have about our timeshare. It never turn out that way the real reason is to purchase more time, we are pressured into purchasing additional time by informing us our maintenance fee will diminish or you can use your points every month to pay your timeshare never happen that way. Our last visit to Panama City Resorts we were given an invite to update our information have lunch and educate like a seminar geared to have you purchase more time. At the seminar a sales representative sets with you to discuss your timeshare and encourage you to purchase more time because it will help in paying your maintenance fee monthly. Purchasing additional time did not help pay off any maintenance fee by signing up for more time we had no idea we would have a pay pal bill. There was never a mention of us a pay pal account we were understanding that it would be added to the timeshare bill nothing additional. We have been misled into thinking the additional points were paid through our timeshare no additional pay pal bill. It is time to get out of this timeshare and be done for good it is not an investment is a burden. We are unable to keep us with our other bills as well as purchase food.

Billie J. Davis

Nina P. Davis

122 Belle Boy Dr.

Raeford, NC 28376

NP\_DAVIS@hotmail.com

April 23, 2018

800  
CW

2018 MAY 10 PM 1:36

To Whom It May Concern,

The purpose of our reaching out to your company is to inform you of the fraudulence and manipulation we firmly believe was used to coerce us into purchasing a timeshare ownership with Wyndham. We are also seeking any assistance you may be able to offer the dispute we initiated with the company, with the hopes of terminating the ownership and receiving a monetary refund.

We're including with this note the initial letter we sent to Wyndham in December of 2017, formally requesting cancellation and a refund, as well as the other correspondence we've had regarding this dispute. We were contacted via email by a woman named Ashleigh Upton who said she would be our point of contact at Wyndham and would be researching our case. We spoke briefly in mid-February and were informed we'd have bi-weekly updates. We didn't receive an actual response from her until early April, which was a written denial of our claims. See documents included.

We do not feel the concern and care that we deserve has been put into this dispute, seeing as how we've explained in great detail our experiences and reasons for wanting to cancel this ownership. We hope with your assistance we can finally receive the resolution we are seeking.

Thank you for your time, and we appreciate your consideration in this matter,

Billie and Nina Davis

Billie J. Davis

Nina P. Davis

122 Belle Bay Dr.

Raeford, NC 28376

NP\_DAVIS@yahoo.com

This letter is to serve as our formal request for the termination in full of our membership with Wyndham and a refund of the monies we've spent since our initial purchase.

We booked for a discounted four day three night vacation at Ocean Dunes in Myrtle Beach, South Carolina. One of the requirements in getting the discounted price that we were told upfront was having to attend a 120 minute timeshare presentation to learn more about Wyndham and the benefits owners get. The sales representative assigned to us was Walter Kies and there were additional incentives if the timeshare presentation was completed. We sat through a group session where we were told how great Wyndham vacations are and how ownership would allow us to go on splendid vacations worldwide wherever we want, whenever we want. We could take family and friends with us or allow them to rent it from us. We were told how grateful our children would be to continue the travel long after we are gone and their children after them. We were told credit card purchases could pay maintenance fees.

We'll be honest, we were intrigued and wanted to hear more, so we toured an actual unit. Then we were shown different packages ranging from 1,000,000 down to 400,000 points. We turned all the offers down because we just could not spend that much money right then. We figured that was it for us so we started getting up to leave, when Mr. Kies quickly brought up the Discovery package where you could purchase 400,000 points for \$3,375.00 to travel for a year and see if what he told us today was true. We turned it down as well. Then Mr. Kies said he never purchased units, instead, he reportedly purchased Discovery packages and offered us the same Discovery package for \$3,375.00 with the incentive of increasing the time to us: to two years. We finally agreed and purchased that Discovery package.

We planned our second Discovery trip as a 4 day trip to La Belle Maison, New Orleans, LA. Before we went, Wyndham called and offered us a 4 day 3 night stay to sit through another timeshare presentation and stated that would allow us a full week in New Orleans. We agreed to sit through the presentation so we could benefit from the extra discounted days. We were assigned to sales person Amjed Jabbar. Again, we went through the "How great we are" group session where we were told about a lifetime of vacations any time we want and anywhere we want. We were told how big Wyndham Club is. We were told it was a good investment and how much our children would benefit from it long after we are gone. We were told the maintenance fees were low and while subject to going up, did not go up often. We were told that being a part of Club Wyndham would give us better booking ability and that it would be easy to book where we wanted to go. We were also told that we could get our maintenance fees paid by giving Wyndham names of friends and family. We were told with a Wyndham Visa we could earn points toward paying our maintenance fees. We were told now we could use the points for maintenance fees, cruises, hotels, airfare, car rentals, and exchange fees.

Again, the sales representative really knew how to sell purchasing and making it sound like the best investment for us and we were getting more and more intrigued. We were shown a one bedroom and

a three bedroom unit. We were told we could use our Vacation Village timeshare as a 254,000 PIC to help us become priority owners. We listened to the sales spiel and Billie told Amjed we did not want to purchase. We were given a maintenance fee reference guide. Nina was waffling so Amjed left us for a few minutes and returned with Sara Vinson. They both continued to push for us to purchase and finally after 4 plus hours Billie agreed to sign. We used the 254,000 PIC points and purchased 146,000 Wyndham points with \$3375 down and 120 payments at \$384.20 with monthly maintenance fees of \$74.79, PIC monthly fee \$12.07 and Club Wyndham Assessment Fees of \$897.44. An additional incentive was to still be able to use the Discovery points.

We then planned a trip to Majestic Sun In Destin, FL for August of 2016 and upon checking in were told we needed to attend an owner's update meeting to learn of changes that occurred after we purchased in March 2016. We agreed to attend the update meeting the first day we were there. When we signed in for the meeting, we were told instead of going through the entire "How great we are" presentation, we would be no more than an hour doing a one on one session with the representative, which we were very happy to hear. We were assigned to Lance Weatherlin and were taken to his office area. We were told that Wyndham Vacation Ownership required we sign a form allowing Wyndham to take and use video and sound recording. We signed the consent form. Even though we weren't going through a presentation, he told us how exciting it was to be a part of the vacation life. Lance reiterated the great things about Wyndham vacations such as life time of vacations, priority ability to book and go where we wanted to when we wanted to, how great it would be to pass the vacations to our children, and the benefits of having a Wyndham Rewards credit card and how using it could pay for our maintenance fees. He mentioned the ability to pay maintenance fees with Wyndham hotel points. He stated how good the investment was. He then let us know that 146,000 points would hardly book a week vacation and that we would need at least 250,000 points. We were told how we could save the points if we could not use them and use them in future years. He gave us printed information on the maintenance fee guide and how points to pay fees could add up quickly. When he told us we could trade the original contract for one with the 254,000 point PIC and 251,000 points and the costs associated with it, we did not think this was a good idea or that it was in budget.

Lance stepped out and brought back Heather Cavanaugh, who right off the bat stated she didn't understand why we were not interested in such a good deal. Billie was hesitant, but Nina continued to say it was not a good idea. After a grueling 5 and 1/2 hour ordeal, we finally said if it will get us out of here, we'll sign. The paperwork states we agreed to use PayPal credit for the down payment but we were talked into opening a credit card in my name and a second credit card in Billie's name. When we asked why two cards, we were told to allow for the down payment and to earn points toward paying maintenance fees. We were then sent to a finance person to finalize and sign the paperwork. After we signed the paperwork, for the cards, the finance person informed us that only one card could be used for the down payment and to accrue any points toward maintenance fees. He said he did not know why sales told us we could use both cards for that purpose. No transaction was ever made on Billie's Barclay's Wyndham Visa card and it is closed now. Nina's Barclay's Wyndham Visa card was used for the down payment and first few payments, but is now paid off and also closed.

This whole ordeal has already affected our credit score negatively. In 2016, we realized 90 days before the 2016 points were due to expire that we would not be able to use the points. Since the Wyndham representative had told us that we could save points, we contacted Wyndham to save the 153,125 points. Wyndham informed us that they only allowed the points to be saved if the points were saved prior to the end of the sixth month of the point year, which meant we lost all of the points. In June of 2016, we booked to take a family member to Williamsburg, VA. We had to book on two separate

bookings and added a third for a night that Billie and I would be there alone. When we checked in we were requested to do another update. During this update we were told that the PIC was going to be removed from the account because Williamsburg Plantation was not an accepted trade with Wyndham and that we needed to purchase more points. They stated they did not have Williamsburg Plantation as the unit for the PIC. They implied we had used a false unit to obtain the PIC. We made them pull the original paperwork. They found that the PIC paperwork was not in our handwriting and it appeared that someone from Wyndham had written and submitted the document with the incorrect PIC unit. We were told we still needed to purchase the points. We told them it was not in budget and didn't think we should be held accountable for what Wyndham had done. A finance person was brought in to tell us how we could make it in budget by getting a loan for the original from a timeshare mortgage company or by renting it out until it was paid for. In this six hour ordeal, we saw at least five people trying to push us in to buying, and we refused to buy again.

Calling the additional meetings owner updates is false and misleading. The fact is the meetings are to push the owner into buying more points through false claims and harassment and not caring that it might put a financial hardship on the person. When someone says it is not in budget and sticks to it, the people that talked to you get rude. We see now that we have been constantly scammed by Wyndham and no longer wish to be associated with this company. Again, we are requesting that our ownership in its entirety be terminated, and the money we've invested since our initial purchase be returned to us as soon as possible. While our credit has already been affected, we ask that no more negative marks be placed during this dispute. We would prefer that all further communication in regards to this matter be done in writing, and to have this resolved as soon as possible.

Thank you for your time.

Billie and Nina Davis

Billie J. Davis

January 25, 2018

Nina P. Davis

122 Belle Boy Dr.

Raeford, NC 28376

NP\_DAVIS@hotmail.com

Wyndham Vacation Resorts.

Please make note this is our second correspondence to your company in regards to the dispute we initiated on December 20, 2017, after mailing a formal request for the termination of our ownership in writing.

As it has now been over a months time since that initial letter was sent and there has been no communication from Wyndham in regards to this letter, we wanted to reach out again. By accident we answered a call from Wyndham earlier in the week and spoke with a representative who said there was no note of our letter in our account. Our first thought was that just can't be right. The more we thought on it, the more realized we've been lled to by Wyndham multiple times already, why would this be any different? However, we have included the initial letter we sent back in December, as we feel no need to reiterate our experiences that led to believing cancellation of this ownership and a monetary refund were musts.

Again, we ask to receive a response in regards to this matter and dispute as a whole. We want our ownership to be terminated in its entirety, as well as be refunded all monies we've spent since our initial purchase in 2015.

Thank you for your time,

Billie and Nina Davis

# WYNDHAM

VACATION OWNERSHIP

March 30, 2018

Billie Davis  
Nina Davis  
122 Belle Boyd Drive  
Raeford, NC 28376

RE: CLUB WYNDHAM Case #104688918  
Member Number #00203270635

Dear Billie and Nina Davis:

This letter is in response to your letter regarding your Wyndham ownership. My name is Ashleigh Upton and it is my responsibility to review the concerns that you have raised and provide you a prompt and thorough response.

Based on our initial review of your complaint, your contract terms, and notes regarding your prior interactions with Wyndham, we find that the contract is valid and enforceable and we hereby deny your request for a contract cancellation. Your communication simply does not provide sufficient detail for us to reach any other conclusion.

In our initial review, the concerns provided were regarding your contract # 000401612890 purchased August 26, 2016. Please know that all contracts sold by Wyndham outline the program features, benefits, fees, and terms and conditions, in writing, for owners to review before the closing of the sale. It is the consumer's right and responsibility to review and determine whether the ownership being purchased meets their vacations and financial needs. For such reasons, our owners are provided with a rescission period to review the contract carefully and should they not be in agreement with the terms outlined in the contract, they have the legal right to request cancellation within the rescission period. This information is also provided in the contract documents. After this period has passed, the contract becomes legally binding. Your rescission period was 10 calendar days.

Please be advised owners and guests may be invited to sales presentation/update sessions while staying in any of our properties. However, these are not mandatory and completely optional. The presentations provide owners with changes in the ownership program, as well as information on new program packages, benefits and features. Owners are welcome to ask questions during these presentations, but if they are happy with their current ownership and not interested in upgrading they

## WYNDHAM

VACATION OWNERSHIP

-Page 2-

Davis letter continued

Member Number: #00203270635

March 30, 2018

may leave at their discretion. Owners can always walk away from the presentation with no obligation of purchasing a contract or signing any paperwork.

In your letter you mentioned concerns with the amount of points needed to vacation according to the sales representatives that assisted you. After further review, we found you had utilized the ownership for a vacation prior to this conversation with our sales representative which allowed you to see how many points would be required for different locations with different variables such as dates and unit sizes.

Our sales records indicate your main reasons for purchase were for more points, more benefits, and your sales representative. After a thorough review of our records and speaking with our sales partners we've found no records to support the claims in your letter to warrant a cancellation.

As a VIP Silver owner you have many benefits including unlimited maid credits, 25% discount for reservations booked within 60 days of check-in, and 5 complimentary guest confirmations. Your ownership is with CLUB WYNDHAM Access (CWA) which allows you to book 13 months in advance at over 60 different CWA resorts and 10 months in advance at all other CLUB WYNDHAM Plus properties.

The inventory provided to our owners is based on a first come, first serve basis. We provide 3 different booking windows; Express, 1 day in advance to 90 days, Standard, 91 days to 10 months, and Advanced Reservation Priority, 10 months to 13 months. All owners have access to the same CLUB WYNDHAM properties in the express and standard booking windows. In the Advanced Reservation Priority window all owners solely have access to their home resort, yours being CWA.

In order to book your reservations or search for inventory you have 24/7 access to the Owner's Website, [www.myclubwyndham.com](http://www.myclubwyndham.com). Please know our Vacation Planning Guides are available to assist you with vacation planning Monday through Friday from 8:00 a.m. to 8:00 p.m. EST and Saturday and Sunday from 9:00 a.m. to 6:00 p.m. EST by calling 1-800-251-8736 Opt. 1. Opt. 1. They can also assist with any questions or concerns you may have regarding your ownership and are not sales based.



## WYNDHAM

VACATION OWNERSHIP

-Page 3-

Davis letter continued

Member Number: #00203270635

March 30, 2018

CLUB WYNDHAM has a partnership with many other WYNDHAM WORLDWIDE entities including Wyndham Rewards which allows you to use your Wyndham Rewards points to offset a portion of your CLUB WYNDHAM maintenance fees. There are other options through Wyndham Rewards with your Wyndham Rewards points and this information can be found on [www.wyndhamrewards.com](http://www.wyndhamrewards.com) or by contacting Wyndham Rewards at 1-866-996-7937.

As a Club Wyndham Owner, you do have the option to convert your regular use year points to maintenance fees during the first 3 month of the use year. The points convert at a rate of .0021, this means that if you converted 100,000 points (multiplied by .0021) you would receive \$210.00 in maintenance fees credit on your account. This is the first program designed to help offset a portion of your maintenance fees (see page 388 in the Club Wyndham Members Directory).

When talking to you and while reviewing your letter it is clear that you were under the impression that these programs would cover the majority of the maintenance fees. I apologize for any confusion. These programs are designed to offset a portion of your maintenance fees. In your signed buyers acknowledgment it states, "I understand that Wyndham Vacation Resorts may present programs from time to time that may provide me with opportunities to offset a portion of my maintenance fee obligation...I have no expectation that my participation in these programs will fully or continuously offset all of my maintenance fee obligation.", to ensure you are not purchasing to offset all your maintenance fees.

A review of your account shows you have been utilizing your ownership to go on vacation. You have the option to transfer your points to RCI prior to their expiration, in order to extend them for another 2 years of use. I was able to see that you have not utilized all the programs offered to help reduce your maintenance fees, and if you would like help with utilizing these programs feel free to contact one of our Vacation Planning Guides directly at 1-800-251-8736, option 1, option 1 on Monday-Friday 8 am-8 pm EST or Saturday and Sunday from 9 am-6 pm EST.

I am certainly willing to reconsider my findings if you have more substantiation to support your request. Please contact me directly at [Ashleigh.Upton@wyn.com](mailto:Ashleigh.Upton@wyn.com) at your earliest convenience. I am available Monday, Thursday and Friday from 11:00

# WYNDHAM

VACATION OWNERSHIP

-Page 4-

Davis letter continued

Member Number: #00203270635

March 30, 2018

a.m. CST to 7:00 p.m. CST and Saturday and Sunday from 9:30 a.m. CST to 6:00 p.m. CST. Please know it may take up to 2 business days to reply to your email.

In closing, we regret to learn you are now dissatisfied with your ownership. However, until or unless you provide additional information that supports your claim, we consider your contract legal and binding.

Sincerely,

Ashleigh Upton

Owner Care Senior Case Specialist

Wyndham Vacation Resorts, Inc.

4/11/2018

Ms. Upton,

This is in response to your letter dated March 30th, responding to the dispute we've initiated in requesting full ownership cancellation. We do thank you for taking the time to do so, and would like to further respond as well.

Please make it known, the concerns we've brought to your attention since December are in regard to our ownership as a whole, being that we want everything to our name associated with Wyndham terminated in full. Please also make it known, the point of our reaching out in the first place was not to dispute the contract themselves, it was to dispute and bring to light the fraudulent sales tactics being used by Wyndham representatives, that persuade and manipulate people into misleading purchases. This is to make you aware of what is being said before the contracts are signed, and the reality of these purchases thereafter, which was explained in our initial letter.

Our reasons for being so unhappy and disappointed in this company are the numerous and blatant lies we've been told. The presentations are NOT about owner updates, they're about telling us why we are unhappy and the amount of money we can spend to "fix" it. We should not have to shell out even more money to potentially receive what we should have gotten in the first place. Ms. Upton, have you ever been to a sales presentation with your company? Or any timeshare really? It is without a doubt uncomfortable and full of high pressure sales. It's clear the representatives are trained the art of manipulation and deceit, and yet here you are trying to defend them.

Yes, we've attempted to utilize our ownership, because we did not want it to go to complete waste. Plus, how else would we have found out everything we were told about an ownership was a complete lie? Not to mention, just because we took a vacation does not mean it was our desired vacation. We found ourselves settling on locations that were not our top picks. After so many times of this happening, why even have a timeshare? What is our money going towards that is of actual benefit to us? 25% discount for reservations within 60 days of checking in? Basically impossible. Complimentary guest confirmations? We refuse to bring anyone with us knowing they too will be bombarded about becoming timeshare owners. Not to mention, we could have paid out of pocket for any other non timeshare related hotel for cheaper.

It's frustrating how the numerous concerns we've mentioned are not being understood or taken seriously. We purchased the initial purchase, as well as each upgrade, based on the information given to us by the representatives. It became more and more clear they would say anything they could that would persuade us to make the purchase and they would get the sale. We're more than just another sale or an owner number. We're hard working people who feel their money was taken from them on purpose, and Wyndham has zero remorse for anything that has happened. Your quick "apologies" do not make up for the money we've spent.

We're not looking to convert, transfer, or sell anything. We're not looking to contact any department to become current on our account or learn how to better utilize our purchases. Again, we want this ownership terminated and out of our names, and our monies refunded. Who do we need to speak with to make that happen? We've fully explained our stance and see no reason in prolonging this matter. We're not giving another penny to Wyndham and have no plans on stepping foot on another Wyndham property.

We look forward to seeking an amicable resolution as soon as possible.

Thank you for your time.

# Exhibit H

## Part Two

**Lonnie Harrington**

8517 Gwin Hollow Dr. Olive Branch Mississippi 38654

Please Communicate By Email: **Lonnie.Harrington@speedmailcenter.com**

August 27, 2018

Florida Attorney General Consumer Services

PO Box 6700

Tallahassee, Florida 32399-6700

DEPT OF AGRICULTURE  
AND CONSUMER SERVICES

SEP 10 2018

BUREAU OF CONSUMER SERVICES  
AND ACCOUNTING

2018 SEP 12 AM 10:00  
DIVISION OF  
CONSUMER SERVICES

**Reporting: Wyndham Vacation Resorts For Misrepresentation, Sales  
Deception, Unfair Business Practices And Timeshare Counting**

Good morning,

I am a resident of Mississippi and I'm writing to ask for your assistance, regarding my experience in purchasing a vacation timeshare at Wyndham Grand Desert 265 East Harmon Avenue Las Vegas NV 89169. When I purchased the timeshare I was in Nevada. The timeshare company's corporate office is Wyndham Vacation Resorts 6277 Sea Harbor Drive Orlando Florida 32821.

I have been victimized by *timeshare fraud* and *deceptive sales practices*, I have no legal counsel regarding this complaint, and I am not asking your office to be my private attorney, but I would appreciate your assistance in getting this *fraudulent* contract canceled and my money returned.

Below you will find a copy of the letter I sent to both parties above, and as of this date, there has been no resolution. Help from your office would be greatly appreciated. As you read the letter I sent to them, you will understand that the entire Wyndham Grand Desert sales process and experience was full of *high-pressure, fraudulent and deceptive sales tactics*.

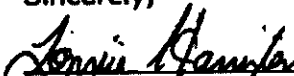
However, even worse, later I discovered the sales presentation included lots of *misrepresentation, sales deception, untruths, partial truths, and outright lies*, all of which, were cleverly presented in such a way, that they could not be exposed or discovered until much later than the rescission period.

Wyndham Vacation Resorts sells timeshare to consumers who reside in all fifty states and in filing this complaint with your office, I state that my complaint is a truthful account of my experience and I am the individual that entered into a marketplace relationship with Wyndham Vacation Resorts.

I authorize your office to send my complaint and supporting documents to all of the above businesses identified in this complaint and to receive confidential financial information about me from these companies. In case you need to know, there is NO court action pending, and I have NOT lost a lawsuit regarding this matter.

**Please Communicate With Me By My Email.** The above complaint is true and accurate to the best of my knowledge. Thank you in advance for your help.

Sincerely,

  
Lonnie Harrington

Please Communicate By Email: **Lonnie.Harrington@speedmailcenter.com**

Exhibit H51

**To Whom It May Concern,**

**While on vacation in Las Vegas June 2017. We were approached by Wyndham people outside Caesar Palace. They ask if we like tickets to the Eddie Griffin show. They said all we will need to do is listen to a 1-hour presentation.**

**They scheduled us for the next June 19, 2017, at 1:00 pm. We explain we already had plans later that day to see the Michael Jackson impersonation concert at the Trump hotel. The people scheduling the tour explain it will only be a one-hour presentation. Again, and again they assured us that it would only take 1 hour and then we would be on our way with the free tickets. It was that simple.**

**The next day the Tour bus picked up at the Caesar Palace hotel. Once we reached the Wyndham location, they had us fill out a form, and we waited for our name to be called.**

**All through they said it would not be any high-pressure sell. It ended up being high-pressure that I have never encountered before.**

**I saw some the people who came with us leave right way and others were there a little longer. However, we were the last people to leave, and we missed our Michael Jackson concert. We were there for almost 5 hours.**

**We explain that we were in the process of relocating with my wife's job and trying to buy a home. We were in the process of closing on that home.**

**We explained that we could not afford to add anything to our credit. We were so afraid it would keep us from getting our home. After saying no dozens of times, we explain we have daycare bill that is out of this world and that we needed to leave right then.**

**Each time we tried to leave the salesperson would call a manager, and the manager would lower the price. Several managers came to our table before we were able to leave. Each one had a lower price.**

**By the time we left, we were told so many lies it's hard to count them. But I will list some of them so that you will know why I am canceling this timeshare. I want nothing to do with your company.**

**As far as I'm concerned, Wyndham and its salespeople have no moral code. Your company's moto must be: Tell them ANYTHING you have to get their names on the dotted line.**

**That is certainly what your salespeople use on us.**

**We were made to believe how foolish we were being not buying a timeshare for our family. We were depriving our kids of having wonderful life experiences. We were told that in the**

summer when we traveled with our kids that we could use it in different timeshare locations around the world.

All we had to do was to call ahead and book our reservations. The resort would handle the rest. It would be that easy. We were made to feel that we were bad parents for not going ahead and getting a timeshare.

Since then, we have tried to use the Timeshare several times. Every time there was nothing available. It was always something from the resort as to why we could not travel then.

Even though we told them again and again that we could not afford a timeshare, they said that we could us PayPal for a 6 months deferment until we get everything settled with our move.

We were told that we would receive special pricing that they gave to no one else. Knowing that we could not pay anything while trying to close on our house, we were told that we would not have to pay anything for 6 months.

However, nothing was said that a monthly maintenance fee would be required from us each month for the rest of our lives and then that burden would be passed on to our children and then their children so on down the line. I think that could be called indentured slavery.

We were told we would have enough points to take vacations in the summer with our kids. We were given bonus points at the time we purchased the timeshare. Then also, we were not informed that we would need a VIP, Platinum and/or Presidential status.

We were led to believe what they were giving us at this SPECIAL pricing would give us enough points to use during the summer months. We were told that a special manager would be assigned to our case and would be handling all our travel needs for us.

We were told that after a time if we didn't want to travel any longer, that we could easily resell the timeshare and make a lot of money because timeshare like any real estate goes up in value over the years.

We were told that the money we saved just by using our timeshare to buy airline tickets and car rentals would more than pay for the timeshare. For years that we didn't want to travel, we could just rent out our timeshare and make money off it just like you would rent out a vacation home.

But if we didn't want to rent it out, our friends and family could use our timeshare anytime they wanted. So, we would be giving our family and friends a free vacation at a beautiful location anywhere in the world.

We were told that we could write off our timeshare on our taxes each year.

We were told that if we didn't like the amount of finance charges that once we owned the timeshare that we could take our contract to our bank and get a lower rate.

When we still hesitated, we were then told that the **"SPECIAL PRICING"** they were offering to only us, was only good for that day. We could not even think about it overnight and come back the next day. The offer would be off the table once we walked out the door.

We were never told that we could cancel later. That we had a legal grace period in which we could change our mind, and it could be canceled.

After hours of constant high-pressure from so many different people, we would have probably agreed to anything. We were mentally whipped!

This experience has been devastating on our family and our finances. We told you then, and we are telling you now, we cannot afford this timeshare.

Even aside from the financial side of this, the barrage of lies we were told has been mentally degrading. You must have thought us to be utter fools to believe anything that can out of your salespeople mouths.

I cannot find one thing that was told to us that was the truth.

I'm not sure how you stay in business using such sales deception.

Well, this is one family that has had enough of your deceit.

*I will be reporting my experience with Wyndham to all the authorities in hopes that the deceptive sales practices your company has used on my family cannot be used on any other unsuspecting people.*

I have come to realize that the devious and calculated method your salespeople used to get us to commit to such a fraudulent sale must have been practiced many times on other people.

I will not pay your company another penny of my hard-earned money, and I will have nothing further to do with Wyndham.

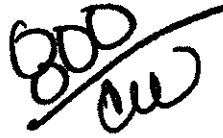
Because of all your fraudulent salespeople, I demand this contract canceled and all of our money returned!

Lonnie Harrington

Act. # 00203383290



William & Virginia Radford  
148 Tobaccoport Rd  
Bumpus Mills, TN 37028



October 2, 2018

To whom it may concern:

We are writing seeking help from your agency. We mailed our complaint letter to the home office of Wyndham Vacation Resorts in February 2018. After a little back and forth with the case specialist assigned to us, Ashleigh Upton, we had a phone call with her about our frustrations and desire to exit our ownership. Since then, we have only received generic responses from her when we try and email her. We have been sent to two different collections companies and we feel at this time that they are just trying to drag us along as long as possible.

Please help us get out of this ill-advised purchase that was made under the lies told to us by Wyndham's sales representatives. We are seeking full release from all contracts we own with Wyndham and we would like to recoup some of our money from this, but our primary goal is getting out of the contracts.

Any help you could provide would be greatly appreciated.

William and Virginia Radford

2018 OCT -8 AM 10:36  
DIVISION OF  
CONSUMER SERVICES

## William G & Virginia M Radford

148 Tobaccoport Road  
PO Box 142  
Bumpus Mills, Tn 37028

Bones\_radford@hotmail.com

Thursday, February 15, 2018

Wyndham Vacation Resorts  
6277 Sea Harbor Dr.  
Orlando, FL 38281

Dear Wyndham Vacation Resorts:

We are writing you to request that our contract be cancelled and our money back. We have been manipulated, deceived, and falsely promised services for our timeshare. We bought this to bring our family together, but it has caused unnecessary frustration and stress. We have such a horrific experience of being an owner, the only resolution is to get out of this contract. Below we go over our experience of being timeshare owners and after reading our experience, we hope to get our matter resolved quickly.

It all began when we purchased Fairfield after my parents passed away in Nashville, TN. We were approached by someone who offered us gift cards, vacation vouchers, and dinner vouchers to attend a 90-minute presentation. After suffering this loss to our family, we thought we found a great way to create more family memories. Once we arrived at the sales location, we were approached by a sales representative and led into a huge room to hear the presentation. The presentation was a slideshow that discussed the point system that was available that would allow flexibility of booking, the different resorts we could have access to, and other services that were available. After the presentation was over, we met with the same representative, who brought us to a different area to discuss our options. Our sales rep continued to mention that this would be a great investment, that this would be something that would be great to pass down to our family, and the ease of being able to use. We opted for

points because we felt that would make it easier to vacation at a variety of locations. We trusted everything that sales team told us. We were not too sure about timeshares, but our representative made us feel as if we were really informed about our purchase. It would be later we discovered that everything that we were told was a lie.

Over the years we had difficulty booking vacations we couldn't get through on the line to speak to a vacation planner. We would sit on the phone for 45 minutes to an hour or longer and then usually found that we couldn't book the desired place or date. This process became overwhelmingly frustrating because this was not the experience as describe in our sales pitch. Based on our experience we feel that we don't get the amount of vacation time for the money being spent. The representatives present a false reality of what a timeshare owner would experience.

As we traveled and visited the Timeshare properties we were repeatedly approached at sign in with requests to meet with the timeshare staff. These meetings were made implied to be mandatory, but with the enticement of rewards offered. We were told that the meetings would be no longer than an hour and as a bonus we could select from a range of offers: gift cards, restaurant coupons, cruises, etc. Before these meetings my husband and myself would be very negative towards the timeshare. We went in too many of those meetings and voiced our problems and sat and talked to a sales person who seemed to understand our point of view. But their solutions always resulted in the fact that we had to purchase more points to solve the problem. We had invested so much already and felt desperate to fix these problems because we didn't want to lose out, but they never solved our problems, only made them worse.

After difficulties over the years with inability to book a vacation in a location we wanted we were ensured that if we had more points and bought at different locations we would be better able to utilize our points. My husband was at that time an Army Helicopter Pilot and I taught elementary school. We had diverse schedules and thought that in buying timeshare points we could go places that we could enjoy. Reality was, however, that my husband's career didn't allow him to plan a year in advance for time off to vacation. I was then on my own and I vacationed with family or friends. I hesitated to go without him because I hated to face the demand that I meet with the timeshare staff alone. I felt pressured and put on the spot.

We bought in several locations in Florida, attempting to get enough points to actually vacation there. Then the maintaince fees became an issue. We vacationed in Edisto Island, South Carolina and at that meeting we made a horrible mistake by believing the sales person that their maintaince fees would be less. In fact, we were assessed with a \$4500 assessment fee one year and that was on top of monthly mortgage and maintaince fees.

Following that we went to Ft. Lauderdale, Palm Air, and then to Royal Vista where we were told by staff that we needed to move to Florida because the properties would be more in demand and get out from under the assessments at Edisto Island. We did that. They sold us on this deal and convinced us to take their credit card. They maxed our two credit cards immediately and then we worked to pay that off. The credit cards proved to be no great benefit to us and added more expense on top of what we had previously been incurred.

The amount that was applied from the credit card was minimal. Three cents on the dollar. But we didn't know that at time the last transaction we did was May 2017 at Emerald Grand. I was shocked to find out that even when we pay off the balance that our children would be liable for continued maintaince fees. We are overwhelmed upon our findings that the deed we had signed obligated our children was horrific.

My husband worked overseas in Afgnistan and Iraq as a contractor with companies that supported our countries troops. He worked in difficult living conditions and in constantly facing dangerous situations to make sure we would maintain our financial obligation only to find out and that we had to buy more points to protect our children from the disastrous choices we had made. It was devastating. We were torn and then they offered to refinance our debt at a lower interest rate in order to make it doable. They also said since we did have so many points that we definitely should benefit with purchasing the points to get to the Presidential level. At that level we would have a dedicated phone line available for us, so we would no longer have such a hassle in booking locations that we wanted. The sales pitch led us to believe that by making this transaction, our monthly fee would only go up slightly and that we could pay the maintaince fees by using points from the credit card which would be used to pay the monthly mortgage fee. You would have to spend a fortune on their credit card to have enough points to offset their maintaince fees. Just more misrepresentation by a bunch of professional shysters.

Our dissatisfactions have amounted since every time we went to a property we got sucked into their meetings and sales pitch and there was always an angle involved that they promoted to solve a multitude of problems but never truly gets resolved. It feels as if we are paying for something that is going to destroy our family instead of helping it. We feel that we have not been told truthful things about the value, benefits, and the time frame of booking availability. Since we have been misled on purchasing this, we request that our contracts are cancelled and our money back. We have stopped making payments because we are not going to continue to pay for something that we are not getting the benefits on. We look forward to hearing from someone who can grant this request.

Sincerely,

William G. and Virginia M Radford

## Wyndham Vacation Clubs™

July 23, 2018

William Radford  
Virginia Radford  
148 Tobaccoport Road  
Bumpus Mills, TN 37028

RE: CLUB WYNDHAM Case #107784418  
Member Number #00010367714

Dear William and Virginia Radford:

This letter is in response to your letter regarding your Wyndham ownership. My name is Ashleigh Upton and it is my responsibility to review the concerns that you have raised and provide you a prompt and thorough response.

Based on our initial review of your complaint, your contract terms, and notes regarding your prior interactions with Wyndham, we find that the contract is valid and enforceable and we hereby deny your request for a contract cancellation. Your communication simply does not provide sufficient detail for us to reach any other conclusion.

In our initial review, the concerns provided were regarding your contract #002001704477 purchased May 23, 2017. Please know that all contracts sold by Wyndham outline the program features, benefits, fees, and terms and conditions, in writing, for owners to review before the closing of the sale. It is the consumer's right and responsibility to review and determine whether the ownership being purchased meets their vacations and financial needs. For such reasons, our owners are provided with a rescission period to review the contract carefully and should they not be in agreement with the terms outlined in the contract, they have the legal right to request cancellation within the rescission period. This information is also provided in the contract documents. After this period has passed, the contract becomes legally binding. Your rescission period was 10 calendar days.

In your letter you mentioned concerns with our Sales Team and the conversations you had regarding benefits to purchasing more points. Please be advised owners and guests may be invited to sales presentation/update sessions while staying in any of our properties. However, these are not mandatory and completely optional. The presentations provide owners with changes in the ownership program, as well as information on new program packages, benefits and features. Owners are welcome to ask questions during these presentations, but if they are happy with their current ownership and not interested in upgrading they may leave at their discretion.

## Wyndham Vacation Clubs<sup>™</sup>

-Page 2-

Radford letter continued

Member Number: 00010367714

July 23, 2018

Owners can always walk away from the presentation with no obligation of purchasing a contract or signing any paperwork.

In your letter you mentioned concerns with the down payment and monthly payments being charged to your Wyndham Rewards credit card. You mentioned this caused your card balance to be close to the limit. Our sales records indicate this was the initial agreement upon signing the contract documents.

Our sales records also indicate your main reasons for purchase were to travel more, obtain more points, and have Presidential Reserve Status. After a thorough review of our records and speaking with our sales partners we've found no records to support the claims in your letter to warrant a cancellation.

As a VIP Presidential Reserve owner you have many benefits including unlimited maid credits, 50% discount for reservations booked within 60 days of check-in, and 15 complimentary guest confirmations. The inventory provided to our owners is based on a first come, first serve basis. We provide 3 different booking windows; Express, 1 day in advance to 90 days, Standard, 91 days to 10 months, and Advanced Reservation Priority, 10 months to 13 months. All owners have access to the same CLUB WYNDHAM properties in the express and standard booking windows. In the Advanced Reservation Priority window all owners solely have access to their home resort.

In order to book your reservations or search for inventory you have 24/7 access to the Owner's Website, [www.myclubwyndham.com](http://www.myclubwyndham.com). Please know our Vacation Planning Guides are available to assist you with vacation planning Monday through Friday from 8:00 a.m. to 8:00 p.m. EST and Saturday and Sunday from 9:00 a.m. to 6:00 p.m. EST by calling 1-800-251-8736 Opt. 1. Opt. 1. They can also assist with any questions or concerns you may have regarding your ownership and are not sales based.

A review of your account shows you have been utilizing your ownership to go on vacation. You have the ability to transfer your points over to RCI prior to their expiration, in order to extend them for another 2 years of use. I was able to see that you have not utilized all the programs offered to help reduce your maintenance fees, and if you would like help with utilizing these programs feel free to contact one of

## Wyndham Vacation Clubs™

-Page 3-

Radford letter continued

Member Number: 00010367714

July 23, 2018

our Vacation Planning Guides directly at 1-800-251-8736, option 1, option 1 on Monday-Friday 8 am-8 pm EST or Saturday and Sunday from 9 am-6 pm EST.

Please be advised CLUB WYNDHAM offers a financial hardship program through Financial Services. This program is offered to owners with life changing circumstances, such as medical situations, income change, or other events which have taken place since purchasing. If you would like further information, please contact Financial Services directly at 1-888-739-4022, Monday- Friday, 8 am-7 pm, and Saturday 12 noon - 4 pm EST.

I am certainly willing to reconsider my findings if you have more substantiation to support your request. Please contact me directly with any new information at [Ashleigh.Upton@wyn.com](mailto:Ashleigh.Upton@wyn.com). I am available Monday through Friday from 9:00 a.m. CST to 5:00 p.m. CST.

In closing, we regret to learn you are now dissatisfied with your ownership. However, until or unless you provide additional information that supports your claim, we consider your contract legal and binding.

Sincerely,

Ashleigh Upton  
Owner Care Senior Case Specialist  
Wyndham Vacation Resorts, Inc.



**William & Virginia Radford  
149 Tobaccoport Road  
Bumpus Mills, TN 37028**

**RE: CLUB WYNDHAM Case # 107784418  
Member Number: 00010367714**

**August 20, 2018**

**Ms. Upton**

**We are quite disappointed with your refusal to hear us out in pursuit of the cancellation of our contracts. You point out that all contracts sold by Wyndham outline the features and benefits, fees and terms, in writing for the owners' perusal. While that may be true, in theory, you and I both know that in practice, nothing could be further from the truth. We were rushed through the paperwork part of the purchase. That was the only part of the purchasing experience that Wyndham associates were concerned about our time at all, while they were rushing us through signing our lives away, without adequate time to inspect the documents.**

**You also mention the 10-day rescission period. You and I both also know that a 10-day rescission period is absurd. There is no way within 10 days that a new owner could have experienced the lies and mistreatment that we have experienced. We believe that Wyndham does this intentionally to make sure that owners are stuck with no way out.**

**You go on to continue to tout the benefits of our points package. If it is such a fantastic opportunity for someone, then you take it back and give it to your sales staff and let them sell it.**

**You ask for documentation of our claims, you are asking for something that you know does not exist. The sales staff are trained to not let the owners leave with any written notes from the presentations. You ask for something you know we cannot produce in an effort to put the blame back on us. It won't work. We know that we have done nothing wrong. We are dissatisfied with this product and no longer wish to be saddled with this membership.**

**Bottom line, we want out of this mess. We do not want to participate in any hardship program. Let me be clear here. It is not a matter of us not being able to pay, we have made a choice to stop paying Wyndham.**

**William Radford**

**Virginia Radford**



ADAM H. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Consumer Services

CONSUMER COMPLAINT FORM

Section 570.544(4), Florida Statutes

Please return completed complaint form to:

FDACS  
Mediation & Enforcement  
2005 Apalachee Parkway  
Tallahassee, Florida 32399-6500

www.FloridaConsumerHelp.com  
1-800-HELP-FLA (435-7362)  
(850) 410-3800

This information **MUST** be provided for the department to mediate your complaint, as we correspond via U.S. mail. Incomplete forms **CANNOT** be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint

☒ ☐ ☐

Ms. / Mrs. / Mr.

Last Name, First Name, Middle Initial

DERR, SANDRA, L

Mailing Address

23324 HORSE ISLAND RD

City, State, Zip Code and Country

LEWES, DE, 19958 USA

Home and Business Phone, including Area Code

302-945-9458

Email Address

SANDRALDERR@aol.com

☐ Please check if you would like to receive our Florida Consumer E-Newsletter. Our newsletter provides monthly consumer tips and information and is distributed by email.

Complaint is Against

WYNDHAM WORLDWIDE CORPORATION  
Name of Business

6277 SEA HARBOR DR  
Mailing Address

ORLANDO, FL 32821  
City, State, Zip Code

1-800-446-1466  
Business Phone, including Area Code

Business Email and/or Web Address

2018 OCT 26 AM 10:01  
DIVISION OF  
CONSUMER SERVICES

Because certain age groups enjoy specific protections under the law, please select the box next to your age group:

☐ Under 25 ☐ 25 - 35 ☐ 36 - 45 ☐ 46 - 55 ☒ Over 55

Product or Service involved: TIMESHARE PURCHASES & WYNDHAM LIES Amount Paid: \$ total over times - 1230,744 <sup>several</sup> <sub>+ fees</sub>

Refund or Restitution Amount You Are Requesting: \$ 230,744 plus fees However in reality I would be happy if Wyndham takes the timeshare back (cancel) and resells it to someone else.

Date of Transaction: 4-7-08 and other times I was contacted by: ☐ Telephone ☐ Mail ☒ Other

Have you retained an attorney? ☐ Yes ☒ No  
If yes, you should rely on the advice of your attorney.

Have you filed suit in court? ☐ Yes ☒ No

Did you sign a contract or other papers, i.e. estimates, invoices, or other supporting documents? ☒ Yes ☐ No

PLEASE ATTACH COPIES. DO NOT SEND ORIGINALS.

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, F.S.
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082, 775.083, or 837.08, F.S.

Please explain your complaint. Attach additional sheets if necessary.

Please see attached affidavit for description of complaints.

\*\*What would satisfy your complaint?

I would be happy if Wyndham cancels the referenced timeshare and I never hear from them again.

\*The department cannot require businesses to take a particular action such as repairing or replacing a product, or refunding money. The department may act as a mediator to attempt dispute resolutions; however, on occasion, the only recourse is to seek legal remedy through the court system.

My signature authorizes the Department of Agriculture and Consumer Services to take any action deemed necessary for purposes of mediation, investigation or enforcement. I understand that the department does not give legal advice, and cannot take legal action for me. I am filing this complaint to notify the department of the activities of this business/ individual and to seek any assistance available. I ACKNOWLEDGE THAT I AM AWARE THAT THE PERSON/ BUSINESS WHICH I AM COMPLAINING AGAINST WILL RECEIVE A COPY OF THIS COMPLAINT.

Signature: Sandra Derr

Date: 10-22-18

- ☐ I am filing this complaint for information purposes only and DO NOT want mediation assistance.
- ☐ My personal information is exempt from public records disclosure because I am a sworn law enforcement officer, judge, or other individual specifically exempted by s. 119.071(4), F.S.

## **Affidavit Of Sandra Derr**

STATE OF DELAWARE

(COUNTY OF Sussex)

I, Sandra Derr, being first duly sworn, do hereby state under oath and under penalty of perjury, that the following facts are true:

I am over 18 years old and a resident of the County of Sussex, State of Delaware.

I have personal knowledge of the facts stated herein, and if called upon as a witness, I could testify competently thereto.

1. I was initially taken to a timeshare by one of my widowed women friends in September of 2008. It was a "special opera weekend" in New York City. We stayed at the Waldorf Astoria and had tickets to the Phantom of the Opera as part of that Wyndham package. My friend was already a Wyndham member and we, of course, had to attend a presentation. Basically that presentation, and all others as I have come to learn, was a high pitched sales event. At that event, in an effort to keep enjoying my life ahead with travel on my own in a secure sort of venue, I purchased a 154,000 Fair Share Plus points at Wyndham Myrtle Beach at Ocean Boulevard IV from Antonius Johannus Goeman. Myrtle Beach worked for me because my parents for over a decade spent February in Myrtle Beach area to escape the colder northern weather. I thought that would be a very nice thing for me to continue that practice in remembrance of my deceased mother and my father would go on vacation with me.

2. In December 2009, Eric Moore of Wyndham talked me into either moving my shares to Capital Cove at National Harbor or purchasing MORE shares as a step in terms of moving toward Platinum membership. I believe that was a few days that I spent in Williamsburg and they "nabbed" me at an owner's breakfast. I remember Eric Moore saying that because National Harbor was new and in DC, it would be easy to put my points together with other points and rent out units to major business groups who would want to have meetings in DC. So after that Dec. 2009 meeting I owned 250,000 shares plus a "bonus" of 250,000 shares. I did not yet realize that the "renting of my points"

was a SCAM or as we now call this FAKE NEWS! At this point, I felt I could vacation when I wanted with multiple cheaper to use points and rent out unused points and earn money which would very likely pay my yearly fees I was told. Renting out points I didn't use for profit sounded like a great business model and one that Wyndham should do! It would make us much happier with Wyndham.

3. There were apparently other Wyndham purchases or upgrades that happened. I know that one of them happened while I was having a low blood sugar event in Myrtle Beach. I believe I walked away without that paperwork and I truly don't remember how many points or the cost of those points. I do remember that I had a knock on the door of the unit I was using and a gentleman explained that my account had been "flagged" to be discussed with me. During those hours (maybe four or five hours in the late morning and early afternoon) I kept being moved further back in their building to different people trying to explain things to me. I signed forms not really with a fully functioning mind and frankly I'm lucky to have been able to cross the street and return to the unit without blacking out from a low blood sugar event. Thankfully, my two friends in the unit recognized what was happening physically with me and fed me immediately. No thanks to those Wyndham sales hustlers.

4. April 2011 I used two three bedroom units at Bonnet Creek Fl and took various members of my family for a wonderful week at Disney World. I upgraded to the new Reunion and Villas Properties in Orlando FL because that would be so easy to rent out to corporations and visitors as Jeanne Ann McIntee of Wyndham responded with me and "lock in today's prices" before they go up. I traded in 750,000 points and purchased 390,000 points for an additional \$10,936 which now entitled me (1,140,000) to be able to sell my points back to Wyndham at any time and likely for more money than I had originally paid for them. Wonderful! What an exciting development!

5. AGAIN, WHEN I CALLED AND EMAILED RE TRYING TO RENT OUT MY UNUSED POINTS I EITHER GOT NO ANSWER WHATSOEVER OR WAS TOLD THAT WYNDHAM DIDN'T DO THAT! SO THE SALESMEN PERPETUATE FAKE NEWS AND LIE OUTRIGHT TO CUSTOMERS.

6. LATER I PHONED ABOUT SELLING BACK MY UNIT TO WYNDHAM –ALSO NOT TRUE.

At one point I spoke with a very nice woman on the Wyndham phone line who was going to bump my complaint up the chain of command. NOPE! Nothing ever happened. It is very confusing to deal with Wyndham. Calls or emails don't resolve anything. The salesmen tell lies to make everything sound so wonderful when what they say isn't true at all. Paperwork has various numbers and come from different mailing addresses.

Further affiant sayeth not.

Sandra Derr Sandra Derr

STATE OF DELAWARE

(COUNTY OF Sussex)

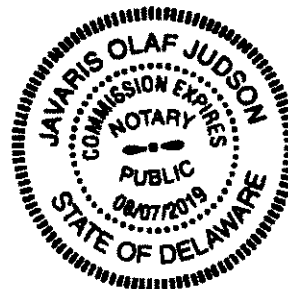
Sworn to and subscribed before me this 22 day of October, 2018 by Sandra Derr who is Personally Known \_\_\_\_\_ OR Produced Identification ✓

Type of Identification Produced: Drivers License

[Signature]

Notary Public State of Delaware

County of Sussex



**Sandra Derr**  
23324 Horse Island Road  
Lewes, DE 19958

**April 27, 2018**

**Escalated Response Team**

**Wyndham Worldwide Corporation**  
6277 Sea Harbor Drive  
Orlando, FL 32831

**RE: Timeshare Contract 641125646**

**Dear Sir/Madam:**

Please be advised I wish to cancel the above referenced contract due to a variety of misrepresentations made during the sales presentation, and which are more fully described in the letter attached hereto.

Please find enclosed my Cancellation Notice Letter and affidavit regarding my contract.

In a good faith effort to afford Wyndham Worldwide Corporation, Inc the opportunity to equitably resolve this matter, I have not yet filed complaints with the Better Business Bureau, the Federal Trade Commission Consumer Protection Division or any other agencies.

I hereby request that Wyndham Worldwide Corporation.

- Rescind my timeshare contract;
- Refund all money paid on my timeshare contract.

Please contact me in writing within fourteen (14) days to discuss resolution of this matter.

Thank you for your attention to this matter. I look forward to hearing from you at your earliest convenience.

**Sincerely,**

  
**Sandra Derr**

**Sandra Derr  
23324 Horse Island Road  
Lewes, DE 19958  
Notice of Cancellation**

**April 27, 2018**

**Wyndham Worldwide Corporation  
6277 Sea Harbor Drive  
Orlando, FL 32821**

**RE: Timeshare Contract: 641125646**

**Dear Sir/Madam:**

**Please allow this correspondence to serve as a Notice of Cancellation of Contract. I have previously made good faith attempts to resolve this matter with Wyndham Worldwide Corporation including numerous telephone calls and/or letters/emails, however Wyndham Worldwide Corporation has not resolved this matter to my satisfaction and I therefore wish to rescind the contract in its entirety. I have enclosed a letter and Affidavit that contains a summary of the reasons for this cancellation.**

**Please forward any necessary cancellation documentation to me in writing.**

**Thank you for your attention to this matter.**

**Sincerely,**

*Sandra Derr*

**Sandra Derr**





ADAM H. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Consumer Services

CONSUMER COMPLAINT FORM

Section 570.544(4), Florida Statute

800  
OW

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Tallahassee, Florida 32399-6500

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1-800-HELP-FLA (435-7352)  
(850) 410-3800

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Person Making Complaint	Complaint is Against
Bertolami, Heather	Wyndham Destinations
<b>Last Name, First Name, Middle Initial</b>	<b>Name of Business</b>
30 Wildwood Drive	6277 Sea Harbor Dr.
<b>Mailing Address</b>	<b>Mailing Address</b>
Brookline, NH 03033	Orlando, FL 32821
<b>City, State, Zip Code and Country</b>	<b>City, State, Zip Code</b>
(603) 233-3443	(407) 626-5200
<b>Home and Business Phone, including Area Code</b>	<b>Business Phone, including Area Code</b>
heather.bertolami@yahoo.com	owner.services@wyn.com
<b>Email Address</b>	<b>Business Email and/or Web Address</b>

☐ Please check if you would like to receive our Florida Consumer E-Newsletter. Our newsletter provides monthly consumer tips and information and is distributed by email.

Because certain age groups enjoy specific protections under the law, please select the box next to your age group:

☐ Under 25 ☐ 25 - 35 ☒ 36 - 45 ☐ 46 - 55 ☐ Over 55

Product or Service Involved: Timeshare Amount Paid: \$                     

Refund or Restitution Amount You Are Requesting: \$ 12,951.62

Date of Transaction: 3/21/2017 I was contacted by: ☐ Telephone ☐ Mail ☒ Other

Have you retained an attorney? ☐ Yes ☒ No Have you filed suit in court? ☐ Yes ☒ No  
If yes, you should rely on the advice of your attorney.

Did you sign a contract or other papers, i.e. estimates, invoices, or other supporting documents? ☒ Yes ☐ No

PLEASE ATTACH COPIES. DO NOT SEND ORIGINALS.

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, F.S.
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082, 775.083, or 837.06, F.S.

Please explain your complaint. Attach additional sheets if necessary.

In 2017, after multiple hurricanes hit the Caribbean, directly affecting properties we originally purchased, we reached out to our sales person to talk about our investment. We had an upcoming trip to Bonnet Creek so we set up a time to meet with her. When we arrived, we were told that our account had been flagged for a problem (this has happened in previous meetings), stating we should have received a letter, but we did not. They did not explain what the letter was about (because there was no letter) and when they heard we wanted to talk about making changes to our account, whatever was in this mystery letter was not important. We told them that we had not received any communication from the company regarding the properties we invested in. We asked to move our deed and ownership to Bonnet Creek since we traveled there so often.

At this point another manager stepped in and went through the sales pitch of buying more points and offering us permanent Silver VIP status. He said we could not simply switch the deed from one location to another, and they did not usually have customers ask for this type of service. We were told that a lot of approvals were needed for this to happen. Once the numbers were brought back, we saw that it was a significant investment. The manager pressed us for an answer and continued to go through sales pitches. We were told the property was 99% sold and the value was going to increase as time went on. Essentially, we were told that the only way to get the deed changed was to purchase more points. We were told to open a Wyndham Rewards card for a down payment to offset maintenance fees. What we were told was that we would have to spend about \$25k per month to offset a \$200 maintenance fee. The card has no real reward. It's all a lie to convince you that your maintenance fees will be covered by using the card.

We have reached out to our state's Attorney General and they could not help us as this did not happen in our state. We have also reached out to Orange County's consumer fraud department and are awaiting a response.

**\*\*What would satisfy your complaint?**

We would like to be released from our contracts and fully refunded. The only reason we signed is because we were lied to, which we did not realize until much later.

\*\*The department cannot require businesses to take a particular action such as repairing or replacing a product, or refunding money. The department may act as a mediator to attempt dispute resolutions; however, on occasion, the only recourse is to seek legal remedy through the court system.

My signature authorizes the Department of Agriculture and Consumer Services to take any action deemed necessary for purposes of mediation, investigation or enforcement. I understand that the department does not give legal advice, and cannot take legal action for me. I am filing this complaint to notify the department of the activities of this business/ individual and to seek any assistance available. I ACKNOWLEDGE THAT I AM AWARE THAT THE PERSON/ BUSINESS WHICH I AM COMPLAINING AGAINST WILL RECEIVE A COPY OF THIS COMPLAINT.

Signature: *Stephen J. Butolma*

Date: 11-9-18

☐ I am filing this complaint for information purposes only and DO NOT want mediation assistance.

Heather & Carl Bertolami  
30 Wildwood Drive  
Brookline, NH 03033

We are recent Wyndham owners, having purchased timeshare on two properties in 2015: Wyndham Rio Mar and Margaritaville. We were so excited, having never purchased timeshare before, and as we explained to our sales associate Lorena Acosta, wanted to travel and spend more quality time with our teenage children. Unfortunately for us, being workaholics, we had not made vacationing a family a priority in the past, and wanted to change that going forward. We spent around 5-6 hours with Lorena, who was extremely well trained on how to utilize the personal information we gave her at the beginning of our meeting, to manipulate us and to close the sale. Lorena emphasized how wonderful owning property at Wyndham was, especially for those with children because you can pass the ownership onto your kids when you die. It is such a nice gift to give to them, and that they can make memories with their own families in the future. We spent a long time negotiating the terms of our purchase, and another manager was involved to try to persuade us to buy that day. They both were extremely pushy and kept reiterating the price per point was only for today, and that it fluctuates daily, stressing there would be no guarantee tomorrow's price would be the same. At one point, when we were still unsure, Lorena became agitated with us and said "If you don't want to spend more time with your children and make memories, I will just move on to the next family who does." We looked at each other, overwhelmed with guilt, and decided that we needed this for our family. So, we not only bought one property, we bought two.

On a trip to Bonnet Creek in 2016, we were told that our account had been red flagged because our original sales associate, Lorena had not given us information she was supposed to regarding our account, and it was of the utmost importance that we stop in and meet with a new sales associate Angelica to discuss what happened. When we came in, we were told that once again that our original sales associate Lorena, had in fact, violated a company policy and that she would no longer be servicing our account. We were also told something was missed during our original purchase that would have improved our membership. They were very apologetic and were offering us another deal to purchase more points, at a price that, once again, was only available that day, and convert our account to a higher status. Despite being pressured by another manager, we did not commit to making any purchases that day.

In 2017, there were multiple devastating hurricanes that hit the Caribbean and directly affected both of the properties we had originally purchased. Out of concern for our ownership and future investment, we contacted our sales person to discuss our options. We had an upcoming trip to Bonnet Creek again, and we set up a time to meet with her. When we arrived, we were told once again that our account had been red flagged for another problem, stating there was a letter we should have received, which we didn't. They did not explain what the letter was about exactly because when they heard we wanted to talk about making changes to our account, whatever was in the mystery letter was all of a sudden, not so important after all. We told them that we had not received any communication from the company regarding Wyndham Rio Mar or Margaritaville's damage status, the reconstruction needed to reopen those properties, or

the impact it was going to have on our future maintenance fees. Since we were travelling often to Orlando and enjoyed the Bonnet Creek Resort, we asked to move our deed and ownership to that location and remove our ownership from Wyndham Rio Mar and Margaritaville.

At this point, another manager stepped in and went through the sales pitch of buying more points and offering us permanent Silver VIP status. He explained that they could not simply switch the deed from one location to another, and that they did not typically have customers ask for this type of service. They went out of their way to tell us that this request was a big deal to try to arrange, that there was a lot of approvals that needed to be acquired through the Corporate office, and lastly, they had to see if there was still availability at Bonnet Creek to complete the transaction. After about 45 minutes, the sales associate returned with the numbers, and it was another significant investment we were looking at. We needed time to think about it, so she left us alone for about 10 minutes.. The manager returned to press us for an answer and then took us for a walk out onto the balcony and gave us the "Disney pitch". He went into great detail about the fact that Bonnet Creek is land-locked by Disney and no one can build around them or purchase them because of the history of the land. He also stated because of that, the value of the property was significant, which is why everyone wants to purchase there, they are 99% sold, and the value is only going to increase as time goes on. Then both the sales associate and the manager sat back down with us and reviewed the numbers again. We went back and forth with them on different options, but the bottom line was that the only

way to get the deed changed was to purchase more points. The process took nearly an entire day out of our vacation.

On this last 2017 deed conversion purchase, we opened up a Wyndham rewards card to finance our down payment. Angelica pitched the Wyndham rewards to offset maintenance fees, to purchase airline tickets or car rentals, etc. She explained that if we spend money on the credit card we won't have to pay our maintenance fees. That all sounded great, until we opened up our documents package after close which showed us the truth. The truth is you would have to spend \$25K a month to offset the \$200 dollar a month maintenance fees or something like that. There is no reward in having this card. If the balance isn't paid in full you end up paying the back interest anyway. It's all a complete lie and a deceitful tactic to convince you that your maintenance fees will be covered just by using a credit card.

While we have not been members for very long, we have been able to stay at several Wyndham resorts and enjoy the properties. However, the booking process has not been as fluid as we had hoped. Many times, we have not been able to make reservations in the time frame we wanted due to availability, or at the resort of our choice. This has been frustrating to try to coordinate with employers who do not always appreciate changing the request date of time off. In addition, each time we have stayed at a Wyndham property, the check in process has been lengthy and irritating, as we have travelled many hours, are tired and just want to get to our room and settle in. We have to go to multiple desks for parking passes, information for owners, and are asked to attend

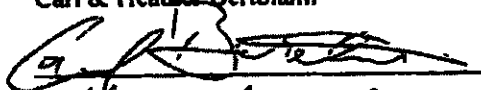
an owner's meeting every time. If you refuse to go to the meetings, you still get phone calls or messages left on your room's voicemail, or even notes slipped under your door. All of these annoying schemes are trying to convince you to stop by for a "quick update", which truly turns into another deceitful presentation or sales pitch and/or another opportunity for Wyndham sales staff to coerce you into buying more points or upgrade your account.

Our most recent trip to Wyndham Myrtle Beach Ocean Boulevard in April 2018 was no different, but revealed possibly the shadiest methods in the Wyndham sales playbook. Upon check-in we were told to stop over at another desk to get our parking pass and gift. The gentleman behind the desk was trying to get us to attend a meeting because Wyndham Resorts and the timeshare part of the company were splitting up and we needed to know what was happening. We declined, received our pass and went to our room. Our phone rang 6 different times, and then we had Wyndham staff show up at our condo trying to get us to attend a meeting. It was ridiculous. They actually forced their way into the condo, sat down at the table and tried to give us a quick run down on why it was important to attend the meeting, that they could actually save us money, and that if we didn't show up while we were here in Myrtle Beach, once the new system was in, we would not be able to get those savings. As a thank you they gave us two travel pillows. We were furious that the staff was so intrusive on our vacation and that they would not accept no for an answer: not the first time, not the second time, not at any time during our stay. It was beyond unprofessional. It was harassment.

We are truly disheartened by the way in which the Wyndham brand has been devalued by the sleazy and dishonest sales tactics and outright greed of their timeshare business enterprise.

Respectfully,

Carl & Heather Bertolami



5-9-18



5-9-18



## EXHIBIT I

**Cinthia from Wilder**

7/9/2019 11:07:24 am

<https://www.youtube.com/watch?v=p-wWsEXC9f4&t=16s>

This right here.

Some misrepresentations and omissions they left out to get us to pay for this ridiculousness:

-Friends and family can go on vacation, HOWEVER WE HAVE TO BE PRESENT.

-They did not tell us most locations are booked like a year in advance. We can not book our vacations like that with our work.

-They left out the Club Dues

-They left out the maintenance fees

-They told me the man I was dating had to be on the contract in order for him to use? It took me over a year to get him removed from the contract after we broke up.

-I was only able to book 2 vacations after trying over and over and over again. The fact I had to book so far in advance I ended up not being able to take these vacations SO I HAVE YET TO USE THIS TIMESHARE I WAS PAYING FOR.

-I tried to cancel for 3 years over the phone with multiple reps and they suggested we go to a real estate company who sells timeshares.

-Not once in 13 years of ownership has anyone from Wyndham asked me about my vacation preferences, the age of my children, my financial stability or my Satisfaction with this worthless timeshare... they know better then to ask that one!

<http://www.timeshareconsumerbureau.com/news/the-wyndham-timeshare-scam>

(Last visited Aug. 6, 2019)

*Exhibit I*

## **Wyndham Vacation Resorts / Timeshares / scam promise!**

U.S. District Court for the District of Columbia

[281 comments](#)

I am completely appalled by what I am about to tell you. Purchased a timeshare from fairfield fairshare plus resorts currently doing business as wyndham vacation resorts, rci, cendant inc (parent company). Being skeptical about the ease and worry free vacation promise, they promised big vacation savings, convenience, flexibility, and great customer service. All false. My main contention for buying this timeshare was my inability to use it yearly and lengthy advance reservations. "no problem, you can bank up to 4 years of unused timeshare," they preached. I have called several times and have not had any unused timeshare banked because I called to early, too late, on time and they still miss handled it. They told me if I ever need to stay in a hotel call one off the list and use my vacation points to get a room. That sounded good, so I tried that by calling their hotel number for a reservation 16 days in advance. They mail a certificate to use in about 14 days. I left and the certificate never arrived, how convenient is that, shouldn't it be click, click and in the mail? I asked to have it emailed and I will print it out, or let me right down the numbers needed to check in. What a hassle. I had to pay for hotel, and never got reimbursed by fairfield. As it turns out, they embellished, lied about the ease of getting a hotel if I am traveling by car and need to stop and get a room.

As a bonus for being a new wonderfully appreciated customer (sucker) I received a free vacation week. I found out 2 years later by a fairfield sales person, that fairfield was charging me maintenance assessment fees for the free vacation time. According to a fairfield sales person, and a fairfield customer service representative, that should not happen. Not resolved.

Fairfield's timeshare costs about \$600 per year in maintenance fees for a week vacation. And in addition, a \$5 monthly service fee for mailing a monthly bill. Fairfield's scam begins by calling me to give them a credit card number for an automatic maintenance fee withdrawal to eliminate the \$5 per month service fee for mailing the monthly

maintenance assessment fee. I refused twice, and gave them my credit card number for the automatic withdrawal the third time they called.

The scam continues with a letter saying my maintenance fee is two months over due. I called customer service several times over several months. Their responses were first, you're all set up and we have been making withdrawals, we'll research this and get back to you. Second, they said we'll remove this, it may take a month. Two months later I call customer service after receiving another late payment letter, and explain my previous calls, to resolve this mistake. Now customer service tells me to disregard future letters, we have your information, we will take care of this. Now a collection letter arrives. I call and explain previous conversation and also request an audit of my maintenance billing including the over charge of maintenance fees. I demanded to find out where my payments were going in a detailed monthly, itemized break down. Then in a later phone conversation they tell me I must pay a fee to get that information. I told them this is your mistake, I want to know where my money has been going, and I am not going to give them any money till they send me my requested audit in writing.

Wyndham, formerly fairfield, then send collection letters from their assessment recovery group, with mounting monthly fees.in 14 plus phone conversations with these people, they refuse to send me any information in writing. They tell me they want payment, but refuse to put it in writing. They refuse to direct me to anyone else. They refuse to send me a written letter detailing why this is happening. I have written two letters getting no response.in one conversation an arg representative told me what was on their computer screen, I asked to print that out and mail or email me. They refused. I commented to the wyndham customer service rep. That it sounds busy there; do you have to call a lot of people? Their response was, thousands. That sounds like a scam to me when the incentive is to avoid resolution for greater monetary gain.

I am appalled at wyndham's lack of effort and avoidance of a detailed and written explanation why this has happened. As it turns out, wyndham manufactures high

revenue from me and apparently thousands of others. I would like to hear from the thousands of others that are on wyndham assessment recovery group's call list, if their situations were created by fairfield/wyndham for profit. What do I do next?

<https://www.complaintsboard.com/complaints/wyndham-vacation-resorts-timeshares-c59202.html>  
(Last visited Aug. 6, 2019)

Tracy Raines Sept 08, 2008

Wow! we bought the discovery vacation you know, just to try it out! We went on vacation once and that was it. By the time we were ready to use our last 76k points for a weekend getaway, BAM! Too late, Don't have anything available and guess what! You have until February to use your points or they will expire!

We ar 6mo later still paying on this package that we cannot even use. I wish I knew how to stop them from drafting anymore of MY money! When I complained to the person on the phone they put me in touch with another salesman that was willing to MAKE ME A DEAL!!! Trade up and use our 76K points as payment!!! No freakkkkin way will I ever!!! I could not live with myself knowing that I was had every intention of taking people for their hard earned money! I almost want to go back to one of these presentations, pretend to be interested, and when I get into the room with the other unsuspecting souls, just lay it out for them! Tell them to turn away and shame on them for sonsidering such a scam! They pocketed a few k from me!!!

<https://www.complaintsboard.com/complaints/wyndham-vacation-resorts-timeshares-c59202.html>  
(Last visited Aug. 6, 2019)

## EXHIBIT J

**Jonas Bernholm**

2/7/2019 06:07:07 am

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Exhibit I 8



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**Mike**

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I agree as well. I think back and wish that I could have walked out. But their presentation sounded legit. now I cannot seem to book anything that is owned by Wyndham. I seem to always pay out of pocket in addition to using points. I tried staying in Key West and Puerto Rico with my kids and nothing was available except for a 1 bedroom with 1 king size bed (for 5 people). I want to get rid of this now. It's nothing what they said it would be. I want to get rid of this ASAP...Can anyone help?

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## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Steven Eric Kirchner, Elizabeth Lee Kirchner, and Nazret Z. Gebremeskel

(b) County of Residence of First Listed Plaintiff Sumter, S.C.

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Herbert W. Mondros, Esq., Margolis Edelstein, 3000 Delaware Ave., Ste. 800, Wilmington, DE 19801, 302-888-1112; Howard Prossnitz, Esq., 1014 Ontario, Oak Park, IL 60302 (Pro hac vice pending)

**DEFENDANTS**

Wyndham Vacation Resorts, Inc.

County of Residence of First Listed Defendant \_\_\_\_\_

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question  
(U.S. Government Not a Party)
- ☒ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                                   |   | PTF                        | DEF                                   |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1            | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5            |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from Another District (specify)    ☐ 6 Multidistrict Litigation - Transfer    ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
18 USC 1332(d)(2)

Brief description of cause:

Class action Tenn. Timeshare Act, Nev. Deceptive Trade Practices Act

**VII. REQUESTED IN COMPLAINT:**

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$  
\$5 million +

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

March 27, 2020

SIGNATURE OF ATTORNEY OF RECORD

Herbert W. Mondros, Esq. /s/

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_

Print

Save As...

Reset

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
  - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

## EXHIBIT A

FILED  
In and for the County of San Francisco  
Superior Court

MAR 10 2017

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

CLERK OF THE COURT

IN AND FOR THE COUNTY OF SAN FRANCISCO

Deputy Clerk

PATRICIA WILLIAMS,

Case No. CGC-12-526187

Plaintiff,

vs.

**RULINGS ON DEFENDANTS' POST-  
TRIAL MOTIONS**

WYNDHAM VACATION OWNERSHIP,  
INC., WYNDHAM VACATION RESORTS,  
INC.,

Defendants.

Defendants move for a new trial and judgment notwithstanding the verdict ("JNOV").

Save for a reduction in the amount of punitive damages, the motions are DENIED.

**Summary of Trial Evidence**

With a net worth of \$3.7 billion, Wyndham Vacation Ownership, Inc. is one of the world's largest timeshare companies. In 2010, Wyndham's<sup>1</sup> San Francisco site was defrauding many customers, mainly the elderly. Wyndham's salespeople called the fraudulent practices "pitching heat." The fraud took many forms. "Buy back fraud" was to make a sale by falsely telling a prospect that Wyndham guaranteed to buy back timeshares. Wyndham's salespeople also financed timeshares by opening credit cards in customers' names without their knowledge. They falsely stated that monthly maintenance fees could not be raised, and sold the elderly more

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<sup>1</sup> Wyndham Vacation Ownership, Inc. and Wyndham Vacation Resorts, Inc. are affiliated. At trial, its counsel called the two "Wyndham" and rarely distinguished between them. I follow Wyndham's convention in this order.



time than they could reasonably use before death. When timeshare sales were off, Wyndham had “TAFT Days” – “Tell Them Any Frigging Thing.”

Led by site manager Tara Dow, Wyndham incentivized the fraud in its fast-talking high-pressure commission-sales environment with “The Wheel.” Using it, Dow assigned salespeople who sold timeshares by “pitching heat” on one day to prey on prime prospects the next day. Conversely, Dow assigned salespeople who refused to commit fraud to “one-leggers” – a wife or husband whose spouse was not present to enable a sale.

The most egregious fraudster, Anita Howell, bragged to co-workers that she “sold my soul to the Devil.” Wyndham received 39 customer complaints against Howell.

Patricia Williams, a Wyndham salesperson in Virginia, was recruited to join Wyndham-San Francisco and moved herself cross-country. Confronted with the rampant fraud, Williams refused to join in and blew the whistle, reporting the fraud internally at Wyndham and then to the National Labor Relations Board. Wyndham fired Williams in retaliation. The Wyndham human resources officer who investigated her case and questioned the propriety of Williams’ pretextual firing was then himself fired.

Meanwhile, as Howell continued to amass customer complaints, Wyndham lavished her with steak dinners, lobsters delivered to her home and tropical vacations.

Back in Virginia, Williams sought solace in alcohol, drinking herself to sleep most nights. At middle age, she was reduced to a restaurant greeter job and moved in with her mother.

#### **New Trial Motion**

**Whitney Testimony.** Wyndham’s lead argument regards Marty Whitney, a Williams co-worker. Formerly a co-plaintiff with Williams in this case, Whitney became unhappy when Williams did not settle along with her, believing that cost Whitney more money. Whitney thus

delivered on a written threat to turn coat and testify against Williams at trial. Among Whitney's testimony were details of what Williams would seek in mediation and settlement.

Wyndham claims Williams' counsel violated my orders on mediation and settlement. I ruled that, if former co-plaintiff witnesses (*e.g.* Whitney) showed animus toward Williams in their testimony, they could be asked "whether they're unhappy that Ms. Williams would not settle thus costing them more money, but without saying settlement amounts." Whitney was thus asked in cross-examination: "Didn't you communicate if you had to settle for that [unstated] small amount, you were going to be a witness for Wyndham against Trish [Williams]?" This did not violate my orders.

Nor was it error. Wyndham opened the door to mediation-related matters with Whitney's testimony about her pre-mediation discussions with Williams. To not allow impeachment of Whitney with her post-mediation threat could only have misled the jury and violated due process. The Legislature's intent in enacting mediation laws was not to promote gamesmanship or perjury. (*See Rojas v. Sup. Ct.* (2004) 33 Cal.4th 407, 416-18.)<sup>2</sup>

Moreover, had any error occurred, it would have been harmless. Questioning about Whitney's threat took roughly one minute of a three-week trial. The rest of Whitney's spiteful testimony was self-contradictory, hyper-partisan, lacking in credibility and just plain bizarre.<sup>3</sup> Wyndham deems Whitney's testimony "devastating" to Williams, but it actually hurt Wyndham's case far more than it helped.

**Amount of Noneconomic Damages.** Williams sought noneconomic damages for "past physical pain, mental suffering, loss of enjoyment of life, physical impairment, inconvenience,

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<sup>2</sup> Wyndham says it wanted Whitney to make "a forceful and complete denial" of her threat against Williams; that would have been a falsehood.

<sup>3</sup> Early on, for example, Whitney announced to the jury that she was "a domestic goddess."

grief, anxiety, humiliation, and emotional distress.” The testimony of Williams and her former fiancé (set out on pages 5 and 6 of her opposition) was detailed and convincing.

The jury was instructed: “No fixed standard exists for deciding the amount of these noneconomic damages. You must use your judgment to decide a reasonable amount based on the evidence and your commonsense.” (California Civil Jury Instruction: (CACI) 3905A.) This was, in fact, a commonsense jury. Jurors posed many intelligent written questions to witnesses and made cogent queries while deliberating. (*See* CACI 5009, 5019.)

Wyndham claims the jury’s noneconomic damages verdict was “excessive” and based on “inflammatory evidence, misleading jury instructions, improper argument by counsel, or other misconduct.” But Wyndham points to nothing persuasive. Its lead is again the minute of Whitney testimony – a weak reed. Wyndham next says the evidence of its sales fraud was “misconduct” by Williams’ counsel. However, that evidence tracked my rulings and was relevant to the reasons for Williams’ whistleblowing, to the motive for Wyndham’s retaliation and to Wyndham’s disparate treatment of Howell and Williams.

Wyndham also argues that awards in other cases mandate reversal of our jury’s verdict. The California Supreme Court teaches otherwise: “The vast variety and disparity between awards in other cases demonstrate that injuries can seldom be measured on the same scale. The measure of damages suffered is a factual question and as such is a subject particularly within the province of the trier of fact. For a reviewing court to upset a jury’s factual determination on the basis of what other juries award to other plaintiffs for other injuries in other cases based upon different evidence would constitute a serious invasion into the realm of fact finding.” (*Bertero v. National General Corp.* (1974) 13 Cal.3d 43, 65 n.12.)

No cause for a new trial on noneconomic damages exists.

**Jury Question.** During Phase I deliberations in this bifurcated punitive damages trial, the jury sent out a written question: “Regarding [CACI] 3946, punitive damages may apply if Wyndham engaged in malice [,] oppression or fraud. Must we consider only malice, oppression or fraud conduct towards Ms. Williams, or malice, oppression or fraud in general (i.e., defrauding the elderly).” (emphasis in original).

CACI 3946 is a lengthy instruction, but its first sentence answered the jury’s query: “If you decide that Wyndham’s conduct caused Patricia Williams harm, you must decide whether that conduct justifies an award of punitive damages” – *i.e.*, the jury must consider only conduct toward Williams, as the sentence mentioned no one else. I thus answered the jury question: “Please see first sentence of CACI 3946.”<sup>4</sup>

Wyndham advocated that I instead clip a sentence from CACI 3949 – an instruction not to be given until Phase II of a bifurcated punitive damages trial. In any event, the two sentences’ import is the same. This was no error.

**Amount of Punitive Damages.** In Phase II, the jury was instructed: “The purposes of punitive damages are to punish a wrongdoer for the conduct that harmed the plaintiff and to discourage similar conduct in the future.” (CACI 3949.) As to “the amount of punitive damages,” the jury was instructed to consider “[h]ow reprehensible” Wyndham’s conduct was and, “[i]n view of” the “defendant’s financial condition, what amount is necessary to punish it and discourage future wrongful conduct?” (*Id.*)

Wyndham’s conduct was highly reprehensible; Wyndham fleeced elderly people rampantly. When Williams blew the whistle on the fraud, Wyndham retaliated against the “financially weak” and “vulnerable” single woman, who arrived in San Francisco with too little money to pay first month’s rent. (*See* CACI 3949.) When Wyndham’s own human resources

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<sup>4</sup> This is unlike Wyndham’s cited cases, in which instructions did not already state the requisite legal standards.

officer questioned Wyndham's conduct, it fired him too, showing "a pattern or practice" of retaliation. (*See id.*)<sup>5</sup>

The question for the jury thus became how much money, in view of Wyndham's "financial condition," was "necessary to punish" its highly reprehensible past misconduct and to "discourage future wrongful conduct." (*See CACI 3949.*) Wyndham is a \$3.7-billion concern. The \$130,000 in punitive damages it now proposes to pay would be a rounding error to Wyndham, not punishment.

Wyndham finds "passion and prejudice" in the jury's verdict based on no more than its amount. However, given the evidence and the CACI instructions the jury followed, the verdict is dispassionately sound. Wyndham's conduct was highly reprehensible; \$18.6 million might well be necessary to actually punish, and deter future misconduct by, a company worth \$3.7 billion.

Wyndham again cherry-picks awards from other cases. However, our Supreme Court's teaching is again wise: comparison to other awards in other cases to other plaintiffs based on other facts and other law seldom proves fruitful. (*See Bertero*, 13 Cal.3d at 65.) The evidence and instructions in *this* case are primary; they warranted the jury's punitive damages award.

That said, the U.S. Supreme Court has set "due process" limits on punitive damages. As stated in *State Farm Mut. Auto Ins. Co. v. Campbell* (2003) 538 U.S. 408, 410, "in practice, few awards exceeding a single-digit ratio between punitive and compensatory damages will satisfy

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<sup>5</sup> Other Wyndham employees also testified to its retaliatory practices and fraud:

- (1) Salesperson: After she complained of the fraud, "The managers wouldn't even look at me. They would skip me on the rotation. They did...everything they could so I wouldn't get sales."
- (2) Salesperson: When she complained to Wyndham about the fraud, site manager Dow told her to "keep my mouth shut or I'd be fired."
- (3) Manager: After he protested the fraud in a letter, Wyndham vice president Jim White told him he had to transfer out of San Francisco or be fired.
- (4) Salesperson: She was afraid to report fraud "because I would be fired"; Wyndham "was like the Mafia."
- (5) Quality control officer: She was shunned by fraudster salespeople after arriving in San Francisco because they could not "get away with as much"; after she reported a pattern of fraud, Wyndham did not take responsive steps.

due process.” The punitive damages award is therefore reduced to \$12.8 million – a less than 9:1 ratio between punitive and compensatory damages. (*See Nickerson v. Stonebridge Life Ins. Co.* (2016) 63 Cal.4th 363, 375) (“appropriate order is for an absolute reduction,” not remittitur).<sup>6</sup>

### JNOV

**Labor Code §1102.5 Claim.** Williams had to prove that Wyndham discharged her in retaliation for (1) disclosure of information to a government agency or (2) refusal to participate in unlawful acts. The disclosure or refusal need have been only one “motivating reason” for the discharge decision. (11/14 Tr. 53.) There was substantial evidence on both grounds.

*First*, it was not seriously disputed that Williams informed the National Labor Relations Board that Wyndham committed sales fraud and told Wyndham of that disclosure before it fired her. Wyndham maintained Williams’ statement in a business record that it concedes was admissible. That record established Williams’ disclosure and Wyndham’s knowledge of it.<sup>7</sup>

*Second*, after arriving at Wyndham-San Francisco, Williams soon learned the site was rife with fraud. She refused to participate in the unlawful acts and blew the whistle on them. This put Williams firmly on the wrong side of site manager Dow, who profited from the fraud.

Wyndham argues that Williams was not directly ordered to commit fraud, but it cites no authority holding that a direct order is required, and Wyndham management’s actions spoke louder than words. For example, as detailed above, Dow rewarded fraudster salespeople with the prime spots on Wyndham’s “Wheel.” Those, such as Williams, who refused to participate in

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<sup>6</sup> To the extent other opinions are relevant, three regarding punitive damages in employment cases have been published since *State Farm*. (1) *Gober v. Ralph’s Grocery* (2006) 137 Cal.App.4th 204, 223 reduced a ratio to 6:1 given – unlike here – “only a modest degree of reprehensibility.” (2) *Wysinger v. Automobile Club of Southern Calif.* (2007) 157 Cal.App.4th 413, 429 upheld a 3.6:1 ratio. (3) *Roby v. McKesson Corp.* (2009) 47 Cal.4th 686, 719, reduced a ratio to 1:1 given – unlike here – a “relatively low degree of reprehensibility.” *See also Nickerson*, 63 Cal.4th at 370 (10:1 ratio); *Simon v. San Paolo U.S. Holding Co., Inc.* (2005) 35 Cal.4th 1159, 1189 (10:1 ratio).

<sup>7</sup> Because the fact of Williams’ disclosure to the board was not seriously disputed, the board’s handling of the disclosure was excluded from trial as unduly time-consuming and likely to confuse issues. (*See Evid. Code §352.*) Likewise excluded, at Wyndham’s request, was the later firing of Tara Dow for drug-abuse allegations, including snorting cocaine off another woman’s breast. (*See id.*)

unlawful acts, had their compensation slashed by “one-legger” assignments and the like.

Wyndham’s clear directive: commit fraud.

Wyndham also isolates Williams’ refusal to commit the fraud from her whistleblowing about the fraud. But the two were of a piece, and Wyndham cites no authority for such parsing.

**Wrongful Termination Claim.** Wyndham now argues that it is not a violation of public policy to discharge an individual because she disclosed information to her employer. However, Wyndham itself proposed a jury instruction stating: “It is a violation of public policy to discharge an individual because she disclosed information to her employer.” The instruction Wyndham advocated – and the instruction given to the jury – correctly stated the law. (*See, e.g., Green v. Ralee Eng’g Co.* (1998) 19 Cal.4th 66, 80; *Gould v. Maryland Sound* (1995) 31 Cal.App.4th 1137, 1150; *Collier v. Sup. Ct.* (1991) 228 Cal.App.3d 1117, 1123-24.)

**Wyndham’s Managing Agents.** Wyndham claims its executives who wronged Williams were not “managing agents” for punitive damages purposes. Jim White was vice president of Wyndham’s western region, responsible for \$275-300 million in annual sales and for sales practices of Wyndham employees in at least 16 sites. Kimberly Barber was Wyndham’s Director of Human Resources for all of California, Nevada and Colorado. Karen Case was Area Vice President for Human Resources. Wyndham concedes Tara Dow “was the most senior person in the San Francisco operation,” and, as detailed above, Wyndham gave Dow substantial independent authority.

People with authority equal to or less than these Wyndham executives are routinely held to be managing agents for punitive damages purposes. (*See, e.g., White v. Ultramar, Inc.* (1999) 21 Cal.4th. 563, 577-78 (zone manager); *Davis v. Kiewit Pacific Co.* (2013) 220 Cal.App.4th 358, 373 (equal opportunities officer); *Powerhouse Motorsports Ground, Inc. v. Yamaha Motor*


*Corp.* (2013) 221 Cal.App.4th 867, 886 (regional sales manager); *Major v. Western Home* (2009) 169 Cal.App.4th 1197, 1220-21 (regional claims manager); *Wysinger*, 157 Cal.App.4th at 428-29 (vice president of district office); *Gober*, 137 Cal.App.4th at 221 (district manager); *Hobbs v. Bateman, Eichler, Hill Richards* (1985) 164 Cal. App.3d (1985) 174, 193 (office manager).)

Wyndham says in a single-sentence argument that Williams “was not wronged” by its managing agents. The treatment is abbreviated for a reason: the clear and convincing evidence established that the four Wyndham executives all participated in Williams’ retaliatory firing and thus (1) “committed” the misconduct themselves, (2) “authorized” it and/or (3) knew of the misconduct “and adopted or approved that conduct after it occurred.” (See CACI 3946.)

**Amount of Noneconomic Damages.** Wyndham seeks a “partial JNOV” on noneconomic damages. This is denied for the reasons already stated above.

**Amount of Punitive Damages.** Wyndham’s arguments on the amount of punitive damages – incorporated into its new trial motion – are also addressed above.

Dated: March 10, 2017

  
\_\_\_\_\_  
Richard B. Ulmer Jr.  
Judge of the Superior Court



## **EXHIBIT B**

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## SECURITY AGREEMENT

Member Number 00203442649  
 Contract Number 00291-1800554  
 Contract Date 02-11-2018

CLUBWYNDHAM® ACCESS VACATION OWNERSHIP PLAN  
 RETAIL INSTALLMENT CONTRACT  
 PURCHASE AND SECURITY AGREEMENT  
 (Tennessee)

Wyndham Vacation Resorts, Inc., a Delaware corporation ("**Seller**"), agrees to sell to STEVEN ERIC KIRCHNER and ELIZABETH LEE KIRCHNER JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP ("**Owner**") a membership interest ("**Ownership**") in PTVO Owners Association, Inc., a non-stock, non-profit Delaware corporation ("**Association**"), which Ownership includes the right to participate in the ClubWyndham Access Vacation Ownership Plan ("**Club**") and the right to use and occupy Club Accommodations. If more than one person executes this Agreement as Owner, the liability of each Owner under this Agreement shall be joint and several. These rights are denominated in Points and Owner agrees to purchase the Ownership for a purchase price of \$15,500.00 (the "**Purchase Price**") on the following terms and conditions:

Points consisting of the following

Perpetual Points 84,000 Annual X Biennial     

"Initial Use Year" July 1st through June 30th.

## A. BENEFITS AND NATURE OF OWNERSHIP

1. **Ownership.** Owner is a member of the Association, and is entitled: (a) to use Points to reserve the use of accommodations in the Club ("**Club Accommodations**"); (b) to vote for directors of the Association; (c) to vote on major decisions of the Association; and (d) through the Club and the Association, to participate in the ownership of the assets of the Association. At the Closing of the purchase of the Ownership as set forth in Section 33 below, (i) Owner will receive an Ownership Certificate evidencing the Ownership (which will delineate, among other things, Owner's Points), and (ii) Owner's name and the other information concerning the Ownership will be entered into the permanent records of the Association ("**Club Ownership Register**"). The Seller is Wyndham Vacation Resorts, Inc., 6277 Sea Harbor Dr., Orlando, FL 32821. Owner is purchasing a timeshare use timeshare interest in a non-specific, multi-site timeshare plan called ClubWyndham Access Vacation Ownership Plan. The address of this timeshare plan is 6277 Sea Harbor Dr., Orlando, FL 32821. Refer to the ClubWyndham Access Public Offering Statement ("**Public Offering Statement**") accompanying this Agreement for a list of Club Accommodations which are under construction (if any) and estimated completion dates.

2. **Duration of Ownership.** Ownership shall be effective from the date on which the Closing described in Section 33 below occurs and Owner may use Points to obtain reservations and other Club benefits starting with Owner's Initial Use Year as set forth above. Ownership shall be perpetual.

3. **Transferability of Ownership.** Subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan ("**Declaration**"), the Ownership (and the Points) may be transferred entirely or partially at any time during their term and without limitation to the number of transfers, through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms: (a) reasonable Ownership transfer fee has been paid to the Association; (b) all payments or charges due the Association, Seller or any Holder or Co-Holder (as those terms are defined in Section 16) of this Agreement are current; (c) the Points transferred and the Points retained, if any, must each be enough Points to satisfy the then Minimum Points Requirement as established by Seller; (d) the Association must consent to the transfer which consent shall not be unreasonably withheld, conditioned or delayed; (e) the transfer must be entered in the Club Ownership Register; (f) all aspects of the transfer must comply with applicable law; and (g) if any financed amounts are still owing to Seller or to any Holder or Co-Holder, (i) the Owner must obtain the written consent of the Seller or any Holder or Co-Holder to such proposed transfer which consent shall not be unreasonably withheld, conditioned or delayed; (ii) the transferee must satisfy the then current credit requirements of the Seller or any Holder or Co-Holder; and (iii) transferee may be charged a financing transfer fee. Owner and Seller each acknowledge and agree that Seller has entered into this Agreement in consideration of and reliance upon the creditworthiness and reliability of Owner.

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#### B. ACCOMMODATIONS AND OTHER MATTERS

**4. Club Accommodations.** Owner shall have access to all existing and future Club Accommodations and the properties within which those Club Accommodations are located ("**Club Properties**"), as well as all other accommodations owned or operated by or associated with Club, wherever located. Provided however the location and specific nature of the Club Accommodations shall be subject to change in accordance with the Club Instruments (as defined below).

**5. Participation of Owner in Association Governance.** The Articles of Incorporation, By-laws, and regulations of the Association and the Declaration provide, among other things, for: (a) meetings of and votes by the parties who hold Ownership in the Association (called "**Owners**"); (b) election of directors; and (c) use rights in Club Accommodations.

**6. Control of Club Accommodations by the Association.** The Association or one or more Trusts, each of whose beneficiary is the Association, shall hold the deed or the lease to each Club Accommodation, free of the effects of debt encumbrances (or with a non-disturbance agreement in place) and subject to the Declaration which, among other things: (a) is recorded or filed against each Club Accommodation; (b) provides for dedication of the Club Accommodation to the Club; and (c) establishes the Points as the currency of use in the Club. Notwithstanding the Association's or a Trust's ownership of Club Accommodations in the various Club Properties, in many instances, not all of the accommodations at a Club Property will be or become Club Accommodations and therefore, the Association will have limited, if any, right to control that Club Property.

**7. Power of Attorney.** The power to direct the Trustee as to all matters shall be exercised solely by the Association and by the Seller acting in accordance with the Club Instruments. The Association and the Seller may exercise that power of direction without the consent of the Owner. To the extent that the joinder of the Owner may be required to validate any act or thing done by the Association or the Seller pursuant to this power of direction, each Owner, by entry in the Club Ownership Register, grants to the Association and to the Seller a special power of attorney for these purposes, to the extent permitted by applicable law, coupled with an interest that cannot be revoked as set forth in Section 7.5 of the Declaration.

**8. The Club.** The Club is governed by, among other things, the Declaration, the Articles of Incorporation and By-laws for the Association, Trust Agreements, if any, and the regulations, as each may be lawfully amended or supplemented from time to time (all such governing documents, as so amended, "**Club Instruments**"). In addition, because many Club Accommodations may be located within Club Properties that are themselves operated as condominiums or timeshare programs, those Club Accommodations are subject to declarations, articles of incorporation and by-laws for the association managing such property and the rules and regulations of the condominium and/or timeshare programs being operated thereon ("**Club Property Instruments**"). The Club Instruments, together with the Club Property Instruments, will govern many aspects of ownership, use and operation of the Club and the Club Accommodations, including, without limitation: (a) reservations; (b) the number of persons permitted to occupy each Club Accommodation; (c) guest policies; (d) fees; (e) rental of Club Accommodations by Owners and by the Club and others; (f) charges for use of specific facilities at each Club Property; (g) personal conduct and behavior; (h) check-in and check-out times; and (i) care and maintenance of Club Accommodations and related facilities and amenities. The Ownership conveyed by this Agreement shall be held by Owner subject to each of the provisions of the Club Instruments and the Club Property Instruments.

**9. Development and Management of Club.** Seller has developed the Club and has caused accommodations in Club Properties to be transferred to the Association or a Trust for the benefit of the Association in exchange for the proceeds of sale as well as exclusive marketing rights, and the right to add additional properties. Pursuant to a Management Agreement between Seller and/or one or more affiliates of Seller and the Association, Seller or such affiliate will also manage the Club, the Association and those Club Properties which are not part of other timeshare or condominium programs.

#### C. POINTS USE

**10. Club Program.** The benefits and obligations of Ownership are determined by the number and types of Points assigned to the Ownership.

(a) Use. Points may be used to reserve Club Accommodations that are available through the Club on a space available basis. The number of Points required for occupancy of any Club Accommodation will be based on numerous factors, including, without limitation, the season, location, unit size and type, and day of the week.

(b) Issuance. Points are renewed annually (or, in the case of Biennial Points, every other year) throughout the term of the Ownership, at the beginning of Owner's Use Year, in the total number of Points purchased by Owner.

(c) Additional Points. Owner may purchase additional Points from Seller at any time after the date of this Agreement, subject to the following: (i) the Points are available; (ii) Owner is not in default under this Agreement; (iii) the Owner is in good standing with the Association; (iv) the then current price is paid; and (v) if Seller finances the purchase, Owner satisfies Seller's then current credit requirements.

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**D. QUALIFICATIONS AND CONDITIONS TO PURCHASE ASSOCIATION MEMBERSHIP**

**11. Legal Capacity.** Owner represents that Owner is a person or entity with the legal capacity to enter into this Agreement.

**12. Non-Investment Purchase.** Owner represents that Owner is purchasing an Ownership for the purpose of recreational and social use and not for financial profit.

**E. CONTRACTUAL STANDARDS**

**13. Liability Limitations.** Owner agrees that Owner and Owner's family or guests assume all risks of loss or damage to persons or property in using the Club Accommodations and the Club Properties in which they are located, except that this limitation of liability shall not apply in cases of negligence of the Seller, Manager or Association. Owner also agrees to maintain liability and property damage insurance in connection with any motor vehicle(s) brought to the Club Accommodations, in amounts customarily carried on such vehicle(s).

**14. Owner Default.** Owner shall be in default under this Agreement if Owner fails to pay on time, keep any promise, or fulfill any agreement or obligation contained herein or in any of the documents or instruments referenced herein. Without limiting the scope of the prior sentence, obligations include obtaining the written consent of Seller or any Holder or Co-Holder to transfer any part of the Ownership which is subject to outstanding amounts financed and owed to Seller or any Holder or Co-Holder. In the event of a default by Owner, Owner shall not be entitled to reserve, use, or occupy any Club Accommodation or to exercise any other rights, benefits, or privileges appurtenant to Owner's Ownership.

(a) Owner's default in the performance of any of Owner's obligations under this Agreement on or before Closing shall entitle Seller to terminate this Agreement immediately and all of Owner's rights, benefits, and privileges hereunder. Upon such termination, Seller shall cause Escrow Agent to deliver to Seller, all sums of money previously paid by Owner hereunder as liquidated damages and not as a penalty as Seller's exclusive remedy for Owner's default. To the extent Owner has paid any assessments or other amounts to the Association prior to Closing, those amounts shall also be forfeited and retained by the Association.

(b) If Owner fails to timely perform any of Owner's obligations under this Agreement or the Club Instruments after Closing, Owner shall be in default and Seller or any Holder or Co-Holder may enforce the Seller Security Interest (as described in Section 15 of this Agreement) against Owner's Ownership (and the proceeds thereof) in accordance with this Agreement. Upon the occurrence of any such failure, Seller or any Holder or Co-Holder shall give Owner written notice thereof and if Owner has not cured the applicable failure within thirty (30) days after Seller or any Holder or Co-Holder gives such notice, Owner shall be in default under this Agreement and Seller or any Holder or Co-Holder may enforce the Seller Security Interest in accordance with Section 15 below.

**15. Remedies/Security Interest.** To secure compliance with Owner's obligations hereunder, Owner hereby grants to Seller and any Holder or Co-Holder a security interest ("**Seller Security Interest**") in the Ownership purchased under this Agreement and all proceeds therefrom (collectively the "**Collateral**"). The Seller Security interest constitutes a lien on the Collateral. The Seller Security Interest and lien shall remain in effect as long as there are obligations of Owner in favor of Seller or any Holder or Co-Holder to be fulfilled under this Agreement. No waiver by Seller, the Association, or any Holder or Co-Holder of this Agreement of any default or breach by Owner shall operate as a waiver of the same or any other default or breach by Owner or any other party listed as owner in the future. Each Owner's going below hereby appoints each other Owner signing below as his or her agent for dealing with Seller and any Holder or Co-Holder of this Agreement for any purpose. Upon the occurrence of a default described in Section 14 above, Seller or any Holder or Co-Holder of this Agreement may choose, to the extent permitted by applicable law, one or more of the following remedies: (a) declare the entire unpaid balance of the Purchase Price and Processing Fee immediately due and payable, unless prohibited by law; (b) foreclose the lien created by the Seller Security Interest and sell or retain the Ownership in satisfaction of Owner's obligations hereunder, or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (c) terminate the Ownership and retain all amounts previously paid by Owner as compensation for damages incurred in proceeding pursuant to this Agreement (Seller and Owner agree that in such case it would be impractical or extremely difficult to fix the actual damage and therefore, the amounts previously paid by Owner are a fair and reasonable estimate of Seller's actual damages for such default); (d) suspend use rights, including, but not limited to, cancelling any existing and future reservations; (e) sue for the unpaid balance due hereunder; (f) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (g) pursue any other remedy allowed by law, except Seller cannot terminate this Agreement or foreclose against the Ownership without the consent of the Holder or Co-Holder of any right to the unpaid balance due hereunder.

**16. Additional Creditor.** The right to receive payment of the Purchase Price and Processing Fee under this Agreement belongs to Seller, but could be assigned, collaterally or absolutely, to another creditor (such creditor is referred to herein as a "**Holder**" or "**Co-Holder**"). This Agreement, together with all security interests, rights of enforcement and payment due hereunder, is free and assignable by Seller, its successors and assigns.

**NOTICE:**

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR (OWNER) COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR (OWNER) SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR (OWNER) HEREUNDER.

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**17. General Provisions.** Except as otherwise set forth under Section 40 entitled "Purchaser's Nonwaivable Right to Cancel" below, any written notice required or desired to be given hereunder shall be deemed given when personally delivered or after three (3) days deposit in the U.S. Mail, first class postage prepaid or one (1) day after acceptance by a nationally recognized overnight courier service, addressed to the address given herein or such subsequent address as is given by proper notice or when sent by facsimile to any facsimile number given by one party to the other. This Agreement, and any and all other documents executed at the same time as this Agreement, constitutes the entire agreement between the parties hereto. Except as otherwise provided herein, this Agreement shall be binding upon and benefit the heirs, executors, administrators and successors of each of the parties. If any provision of this Agreement shall be found to be invalid, the remaining provisions shall nevertheless remain in full force and effect. Unless terminated in accordance with the terms of this Agreement, this Agreement shall survive the issuance of the Ownership and the Ownership Certificate and the registration thereof in the Club Ownership Register and shall survive the final payment toward the purchase hereunder.

**18. Owner Responsibility.** Transfer or abandonment of the Ownership does not relieve Owner of Owner's obligations hereunder unless such transfer or abandonment of the Ownership is agreed to by the Association. Seller and/or any Holder or Co-Holder of any right to the unpaid balance due under this Agreement.

**19. Modifications and Changes.** Seller reserves the right to make changes in the Club Instruments for the purpose of correcting errors in the preparation and filing of all documents relating to the Club where necessary to establish the validity and enforceability of the Club Instruments. Seller reserves the right to add additional real property interests to the Club as provided in the Club Instruments. Seller further reserves the right to make clerical or typographical corrections in any documents related to this Agreement.

#### F. ASSESSMENTS - ASSOCIATION'S SECURITY INTEREST

**20. Regular Assessments.** The current annual Regular Assessment for Owner's Ownership is **\$483.84** (U.S. Funds), based on the formula and rate of annual Regular Assessments currently established by the Association pursuant to the Club Instruments. Regular Assessments may be increased annually subject to the Club Instruments. Regular Assessments shall be used for Club Costs, including maintenance and operation of Club Accommodations (including for reserves) and operation and management of the Club, all as more particularly described in the Club Instruments.

**21. Special Assessments and Taxes.** The Association may levy special assessments subject to the Club Instruments. The Owner is also responsible for any tax that might be assessed by a civil taxing authority on the purchase of Owner's Ownership or the use of any Club Accommodations.

**22. Individual Charges.** Owner must pay separately for extra benefits including, but not limited to, if available, food, storage, extra maid service, purchase of goods, use of equipment, furnishings or facilities not normally provided as part of the Club Accommodation or the Club Property in which it is located, and exchange program services if available.

**23. No Warranties.** SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY CONCERNING THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES, INCLUDING ANY WARRANTIES, STATUTORY OR OTHERWISE, OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE REQUIRED BY LAW AS OF THE DATE HEREOF. ACCORDINGLY, ANY REPAIRS TO THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES NOT COVERED BY RESERVES MAY RESULT IN A SPECIAL ASSESSMENT.

**24. Damage Charges.** Owner must pay, as an Individual Charge, any cost of repair or replacement for any damage caused by Owner, Owner's family or guests or anyone else that Owner allows or permits to occupy a Club Accommodation during Owner's reserved use period.

**25. Association's Remedies/Security Interest.** To secure compliance with the Club Instruments, Owner hereby grants to the Association a Security Interest (the "**Association Security Interest**") in Owner's Ownership and all proceeds thereof (i.e., the Collateral) which Association Security Interest is subject to and subordinate to the Seller Security Interest. The Association Security Interest shall remain in effect as long as Owner's Ownership remains in effect. Upon a breach by or failure of Owner to perform any of Owner's obligations under the Club Instruments, which breach or failure extends beyond any notice, cure and/or grace periods specifically provided for in the Club Instruments, the Association may, among other things (the Club Instruments describe all of the Association's rights and remedies for an Owner default thereunder): (a) foreclose the lien provided by the Association Security Interest, subject to any Seller Security Interest then in existence, and sell or retain Owner's Ownership in satisfaction of Owner's obligations to the Association or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (b) if the Seller Security Interest no longer exists, terminate the Ownership; (c) suspend the Owner's rights to use the Points ascribed to Owner's Ownership and in certain instances, the Owner's rights to occupy a Club Accommodation for which the Owner had previously obtained a reservation; (d) sue the Owner personally for all amounts due to the Association; (e) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (f) pursue any other right or remedy allowed by law, subject, however, to the Seller Security Interest (if still in effect) and subject to the terms and provisions of the Club Instruments.

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## G. PURCHASE PRICE, FINANCE CHARGE, AND PAYMENTS

**26. Purchase Price.** Owner agrees to pay Seller the Purchase Price in U.S. Funds (less other Credits/Discounts) together with a Closing Fee (as described below), a document processing fee ("**Processing Fee**") described in Section 28 below and the credit service charge ("**Finance Charge**") as described in Section 29 Credit Terms. Payments shall be credited first on the interest then due, then on principal. Interest will begin to accrue on the day after the Contract Date. This Installment Contract provides for an interest rate of **FOURTEEN (14.49%) per annum**. This amount is required to be included in the calculation of the Annual Percentage Rate and Finance Charge. The Finance Charge described as interest herein constitutes a time-price differential under Tennessee law.

**27. Closing Fee.** Owner agrees to pay a \$30.00 Closing Fee, which Seller will pay to First American Title Insurance Company.

**28. Processing Fee.** Owner understands and agrees to pay Seller a Processing Fee of \$349.00 which is charged to all buyers, whether paying in cash or buying on credit to cover various processing services related to the sale, including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that Seller performs as settlement agent. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the "**Total Sale Price**".

**29. Credit Terms.** Disclosures Required By Federal Truth In Lending Act, and State Law. Creditor: WYNDHAM VACATION RESORTS, INC. 6277 Sea Harbor Dr., Orlando, FL 32821

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled	The total cost of your purchase on credit including your down payment of:
14.49	\$12,993.90	\$14,264.10	\$27,258.00	\$1,584.90; \$28,842.90

Your payment schedule will be:

Maximum No. of payments:	Amount of Each Payment:	Payments are due monthly, on the same date each month
120	\$227.15	Beginning: 03-28-2018

Late Charge: You will be charged a late charge of \$5.00 or the maximum permitted by applicable law for each payment that is more than ten (10) days late.

Security Interest: You are giving the Seller and the Association a security interest in the Ownership being purchased and all proceeds therefrom.

Prepayment: If you prepay the balance due, there will be no penalty.

Auto Pay Rate: Did Owner Enroll in the Auto Pay Plan ("**APP**")? ☒ Yes ☐ No. If "Yes" is checked, the following applies: By enrolling in the APP, Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (1/2%) (the "**Reduction**") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP, (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause.

Contract Reference: Owner should refer to this Agreement for information about nonpayment, default, the right to accelerate maturity of Owner's payment obligation, prepayment rebates and penalties and other creditor remedies.

ITEMIZATION OF AMOUNT FINANCED					
1. Gross Purchase Price:	\$	21,300.00	6. Closing Fees (Paid to Escrow Agent):	\$	30.00
2. Discount/Other Credits:	\$	5,800.00	7. Total Cash Price:	\$	15,879.00
3. Net Cash Price (Paid to Seller):	\$	15,500.00	8. Payments/Traffic:	\$	0.00
4. Processing Fee (Paid to Seller):	\$	349.00	9. Down Payment:	\$	1,614.90
5. State and Local Taxes:	\$	0.00	10. Amount Financed:	\$	14,264.10

\*if applicable, includes refinancing an existing loan plus any unpaid interest.

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**30. Change in Law.** If a law, which applies to this Agreement and which sets maximum finance charges, is finally interpreted so that the interest or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then: (i) any interest and/or other charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Agreement, and as though this Agreement originally provided for the reduced interest rate, finance and/or other charge, as the case may be; and (ii) any sums already collected from Owner which exceeded permitted limits will be refunded to Owner. The Holder or Co-Holder may choose to make this refund by reducing the principal Owner owes under this Agreement or by making a direct payment to Owner. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**31. Other Charges.** The Association, the Seller and any Holder or Co-Holder each have the right to collect charges per dishonored check up to the maximum permitted by applicable law. For late or missed payments, to the extent permitted by law, you may also be charged any cost incurred in the attempted collection of a payment, including reasonable collection agency fees, which may be based on a percentage amount over and above the delinquent payment.

#### H. MISCELLANEOUS PROVISIONS

**32. Agency of Multiple Owners.** Each Owner signing below hereby appoints each other Owner signing below as his or her agent for dealing with Seller and any Holder or Co-Holder of this Agreement for any purpose.

**33. Effectiveness of Agreement/Closing.** This Agreement will become effective upon execution by all parties and shall be deemed to have closed (the "**Closing**") when all of the following conditions have occurred unless waived by Seller: (a) any applicable rescission period has expired; (b) the Owner has paid to Seller a down payment equal to not less than ten percent (10%) of the sum of the Purchase Price and the Processing Fee in immediately available funds; and (c) Seller has sufficient Points to deliver to Owner. In no event will the Closing occur later than the first anniversary of the Contract Date and if Closing has not occurred on or prior to the date of the first anniversary of the Contract Date, this Agreement shall be deemed automatically terminated and of no further force and effect. In the event this Agreement is automatically terminated in accordance with the provisions of the immediately preceding sentence and the Closing does not occur through no fault of Owner then within fifteen (15) days after the first anniversary of the Contract Date, Owner may request Seller to refund to Owner all funds paid by Owner under this Agreement.

**34. Termination of Agreement with Blocked Persons.** Under United States Presidential Executive Order 13224 (the "**Executive Order**"), Seller is required to ensure that it does not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "**List**") generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("**Blocked Persons**") are updated from time to time. In the event Seller learns that Owner's name appears on the List, Seller reserves the right to delay the Closing pending Seller's investigation into the matter. If Seller is advised and/or determines that Owner is a Blocked Person, Seller reserves the right to terminate this Agreement and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this Section will survive Closing and/or termination of this Agreement.

**35. Purchase Money Protection.** All payments made by the Owner shall be protected by a surety bond held by First American Title Insurance Company, 400 International Parkway, Suite 380, Lake Mary, Florida 32746 ("**Escrow Agent**") from the date of sale until Closing has occurred.

**36. Vacation Interest Policy.** Owner will be provided a vacation interest insurance policy covering the Ownership at no additional charge.

**37. Definition of Terms.** All capitalized terms not otherwise defined within this Agreement shall have the meaning given to them in the Club Instruments.

**38. Refund.** If you have used or occupied the Club Accommodations using Points purchased pursuant to this Agreement, Wyndham Vacation Resorts, Inc. may subtract from your refund a reasonable charge to cover the length of stay plus the cost of damages to the property directly attributable to you or any member of your party. The charge shall be deemed reasonable if it does not exceed the amount of the maintenance fees attributable to the points used to cover the length of stay.

**39. Receipt for Documents.** Owner acknowledges that the Owner has received a completed copy of this Agreement, required disclosure documents, including without limitation, the Public Offering Statement, Articles of Incorporation and By-laws of the Association, the Declaration for the ClubWyndham Access Vacation Ownership Plan and the Regulations for the Club, and that the Owner has been given a satisfactory opportunity to read this Agreement.

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Contract Number 00291-1800654

## NOTICE TO BUYER (OWNER):

1. Do not sign this Agreement before you read it or if it contains any blank spaces to be filled in;
2. You are entitled to a completely filled in copy of this Agreement;
3. You can prepay the full amount due under this Agreement at any time;
4. If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request;
5. Receipt. Owner has received an exact copy of this Agreement and any other document(s) signed with this Agreement, with all blanks filled in.

40. PURCHASER'S NONWAIVABLE RIGHT TO CANCEL. YOU MAY CANCEL A CONTRACT TO PURCHASE A TIME-SHARE OR VACATION CLUB INTEREST WITHIN FIFTEEN (15) DAYS FROM THE DATE OF THE CONTRACT. IF YOU ELECT TO CANCEL, YOU MAY DO SO BY HAND DELIVERING NOTICE TO THE SELLER AT 10750 WEST CHARLESTON BOULEVARD, SUITE 130, LAS VEGAS, NEVADA 89135 WITHIN THE DESIGNATED PERIOD, OR BY MAILING NOTICE TO THE SELLER (OR THE AGENT FOR SERVICE OF PROCESS) BY PREPAID UNITED STATES MAIL AT WYNDHAM VACATION RESORTS, INC., ATTENTION: ACCOUNT SERVICING OPERATIONS - RESCISSION DEPARTMENT AT P.O. BOX 94443, LAS VEGAS, NEVADA 89193 OR 10750 WEST CHARLESTON BOULEVARD, SUITE 130, LAS VEGAS, NEVADA 89135 POSTMARKED ANYTIME WITHIN THE DESIGNATED PERIOD.

X [Signature] 2-11-18  
Owner Steven Eric Kirchner Date Signed

X [Signature] 2-11-18  
Owner Elizabeth Lee Kirchner Date Signed

X \_\_\_\_\_  
Owner Date Signed

X \_\_\_\_\_  
Owner Date Signed

3525 Green View Pkwy  
Street Address  
Sumter SC 29150  
City State Zip  
Phone (area code) (803) 380-2579  
Email Address sqi.steve.kirchner@gmail.com  
Principal Contact \_\_\_\_\_

Joint and several if more than one Owner

WYNDHAM VACATION RESORTS, INC. and  
PTVO Owners Association, Inc.

X [Signature] 2-11-18  
Authorized Agent Date Signed

[Signature]



## EXHIBIT C

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This is a binding contract by which you agree to purchase an interest in a time-share project. You should examine the statement of your right to revoke this contract within 5 calendar days, which is contained elsewhere in this contract.

### SECURITY AGREEMENT

Member Number 00203406256  
Contract Number 00123-1723909  
Contract Date 09-02-2017

**CLUBWYNDHAM® ACCESS VACATION OWNERSHIP PLAN  
RETAIL INSTALLMENT CONTRACT  
PURCHASE AND SECURITY AGREEMENT  
(Nevada)**

Wyndham Vacation Resorts, Inc., a Delaware corporation ("**Seller**"), whose address is 6277 Sea Harbor Dr., Orlando, FL 32821 agrees to sell to NAZRET ZERABRUK GEBREMESKEL SINGLE WOMAN ("**Owner**") a membership interest ("**Ownership**") in PTVO Owners Association, Inc., a non-stock, non-profit Delaware corporation ("**Association**"), which Ownership includes the right to participate in the ClubWyndham Access Vacation Ownership Plan ("**Club**") and the right to use and occupy Club Accommodations. If more than one person executes this Agreement as Owner, the liability of each Owner under this Agreement shall be joint and several. These rights are denominated in Points and Owner agrees to purchase the Ownership for a purchase price of \$19,500.00 (the "**Purchase Price**") on the following terms and conditions:

Points consisting of the following:

Perpetual Points: 126,000 Annual X Biennial     

"**Initial Use Year**": January 1st through December 31st.

#### A. BENEFITS AND NATURE OF OWNERSHIP

1. **Ownership.** Owner is a member of the Association, and is entitled: (a) to use Points to reserve the use of accommodations in the Club ("**Club Accommodations**"); (b) to vote for directors of the Association, (c) to vote on major decisions of the Association, and (d) through the Club and the Association to participate in the ownership of the assets of the Association. At the Closing of the purchase of the Ownership as set forth in Section 32 below, (i) Owner will receive an Ownership Certificate evidencing the Ownership (which will delineate, among other things Owner's Points), and (ii) Owner's name and the other information concerning the Ownership will be entered into the permanent records of the Association ("**Club Ownership Register**"). Owner is purchasing a timeshare use timeshare interest in a multi-site timeshare plan called ClubWyndham Access Vacation Ownership Plan. The address of this timeshare plan is 6277 Sea Harbor Dr., Orlando, FL 32821. Refer to the ClubWyndham Access Public Offering Statement ("**Public Offering Statement**") accompanying this Agreement for a list of Club Accommodations which are under construction (if any) and estimated completion dates.

2. **Duration of Ownership.** Ownership shall be effective from the date on which the Closing described in Section 32 below occurs and Owner may use Points to obtain reservations and other Club benefits starting with Owner's Initial Use Year as set forth above. Ownership shall be perpetual.

3. **Transferability of Ownership.** Subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan ("**Declaration**"), the Ownership (and the Points) may be transferred entirely or partially at any time during their term and without limitation to the number of transfers, through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms: (a) a reasonable Ownership transfer fee has been paid to the Association; (b) all payments or charges due the Association, Seller or any Holder or Co-Holder (as those terms are defined in Section 16) of this Agreement are current; (c) the Points transferred and the Points retained, if any, must each be enough Points to satisfy the then Minimum Points Requirement as established by Seller; (d) the Association must consent to the transfer which consent shall not be unreasonably withheld, conditioned or delayed; (e) the transfer must be entered in the Club Ownership Register; (f) all aspects of the transfer must comply with applicable law; and (g) if any financed amounts are still owing to Seller or to any Holder or Co-Holder, (i) the Owner must obtain the written consent of the Seller or any Holder or Co-Holder to such proposed transfer which consent shall not be unreasonably withheld, conditioned or delayed, (ii) the transferee must satisfy the then current credit requirements of the Seller or any Holder or Co-Holder, and (iii) transferee may be charged a reasonable financing transfer fee. Owner and Seller each acknowledge and agree that Seller has entered into this Agreement in consideration of and reliance upon the creditworthiness and reliability of Owner.

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**B. ACCOMMODATIONS AND OTHER MATTERS**

**4. Club Accommodations.** Owner shall have access to all existing and future Club Accommodations and the properties within which those Club Accommodations are located ("**Club Properties**"), as well as all other accommodations owned or operated by or associated with Club, wherever located. Provided however the location and specific nature of the Club Accommodations shall be subject to change in accordance with the Club Instruments (as defined below.)

**5. Participation of Owner in Association Governance.** The Articles of Incorporation, By-laws, and Regulations of the Association and the Declaration provide, among other things, for: (a) meetings of, and votes by the parties who hold Ownership in the Association (called "**Owners**"); (b) election of directors; and (c) use rights in Club Accommodations.

**6. Control of Club Accommodations by the Association.** The Association or one or more Trusts each of whose beneficiary is the Association, shall hold the deed or the lease to each Club Accommodation, free of the effects of debt encumbrances (or with a non-disturbance agreement in place), and subject to the Declaration which, among other things: (a) is recorded or filed against each Club Accommodation; (b) provides for dedication of the Club Accommodation to the Club; and (c) establishes the Points as the currency of use in the Club. Notwithstanding the Association's or a Trust's ownership of Club Accommodations in the various Club Properties, in many instances, not all of the accommodations at a Club Property will be or become Club Accommodations and therefore, the Association will have limited, if any, right to control that Club Property.

**7. Power of Attorney.** The power to direct the Trustee as to all matters shall be exercised solely by the Association and by the Seller acting in accordance with the Club Instruments. The Association and the Seller may exercise that power of direction without the consent of the Owner. To the extent that the joinder of the Owner may be required to validate any act or thing done by the Association or the Seller pursuant to this power of direction, each Owner, by entry in the Club Ownership Register, grants to the Association and to the Seller a special power of attorney for these purposes, coupled with an interest that cannot be revoked as set forth in Section 7.5 of the Declaration.

**8. The Club.** The Club is governed by, among other things, the Declaration; the Articles of Incorporation and By-laws for the Association; Trust Agreements, if any; and the regulations, as each may be lawfully amended or supplemented from time to time (all such governing documents, as so amended, "**Club Instruments**"). In addition, because many Club Accommodations may be located within Club Properties that are themselves operated as condominiums or timeshare programs, those Club Accommodations are subject to declarations, articles of incorporation and by-laws for the association managing such property and the rules and regulations of the condominium and/or timeshare programs being operated thereon ("**Club Property Instruments**"). The Club Instruments, together with the Club Property Instruments, will govern many aspects of ownership, use and operation of the Club and the Club Accommodations, including, without limitation, (a) reservations; (b) the number of persons permitted to occupy each Club Accommodation; (c) guest policies; (d) fees; (e) rental of Club Accommodations by Owners and by the Club and others; (f) charges for use of specific facilities at each Club Property; (g) personal conduct and behavior; (h) check-in and check-out times; and (i) care and maintenance of Club Accommodations and related facilities and amenities. The Ownership conveyed by this Agreement shall be held by Owner subject to each of the provisions of the Club Instruments and the Club Property Instruments.

**9. Development and Management of Club.** Seller has developed the Club and has caused accommodations in Club Properties to be transferred to the Association or a Trust for the benefit of the Association in exchange for the proceeds of sale as well as exclusive marketing rights and the right to add additional properties. Pursuant to a Management Agreement between Seller and/or one or more affiliates of Seller, and the Association, Seller or such affiliate will also manage the Club, the Association and those Club Properties which are not part of other timeshare or condominium programs.

**C. POINTS USE**

**10. Club Program.** The benefits and obligations of Ownership are determined by the number and types of Points assigned to the Ownership.

(a) Use. Points may be used to reserve Club Accommodations that are available through the Club on a space available basis. The number of Points required for occupancy of any Club Accommodation will be based on numerous factors, including, without limitation, the season, location, unit size and type, and day of the week.

(b) Issuance. Points are renewed annually (or, in the case of Biennial Points, every other year) throughout the term of the Ownership, at the beginning of Owner's Use Year, in the total number of Points purchased by Owner.

(c) Additional Points. Owner may purchase additional Points from the Seller at any time after the date of this Agreement, subject to the following: (i) the Points are available; (ii) Owner is not in default under this Agreement; (iii) the Owner is in good standing with the Association; (iv) the then current price is paid; and (v) if Seller finances the purchase, Owner satisfies Seller's then current credit requirements.

**D. QUALIFICATIONS AND CONDITIONS TO PURCHASE ASSOCIATION MEMBERSHIP**

**11. Legal Capacity.** Owner represents that Owner is a person or entity with the legal capacity to enter into this Agreement.

**12. Non-Investment Purchase.** Owner represents that Owner is purchasing an Ownership for the purpose of recreational and social use, and not for financial profit.

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**E. CONTRACTUAL STANDARDS**

**13. Liability Limitations.** Owner agrees that Owner and Owner's family or guests assume all risks of loss or damage to persons or property in using the Club Accommodations and the Club Properties in which they are located, except that this limitation of liability shall not apply in cases of negligence of the Seller, Manager or Association. Owner also agrees to maintain liability and property damage insurance in connection with any motor vehicle(s) brought to the Club Accommodations, in amounts customarily carried on such vehicle(s).

**14. Owner Default.** Owner shall be in default under this Agreement if Owner fails to pay on time, keep any promise, or fulfill any agreement or obligation contained herein or in any of the documents or instruments referenced herein. Without limiting the scope of the prior sentence, obligations include obtaining the written consent of Seller or any Holder or Co-Holder to transfer any part of the Ownership which is subject to outstanding amounts financed and owed to Seller or any Holder or Co-Holder. In the event of a default by Owner, Owner shall not be entitled to reserve, use, or occupy any Club Accommodation, or to exercise any other rights, benefits, or privileges appurtenant to Owner's Ownership.

(a) Owner's default in the performance of any of Owner's obligations under this Agreement on or before Closing shall entitle Seller to terminate this Agreement immediately and all of Owner's rights, benefits, and privileges hereunder. Upon such termination, Seller shall cause Escrow Agent to deliver to Seller, all sums of money previously paid by Owner hereunder as liquidated damages and not as a penalty as Seller's exclusive remedy for Owner's default. To the extent Owner has paid any assessments or other amounts to the Association prior to Closing, those amounts shall also be forfeited and retained by the Association.

(b) If Owner fails to timely perform any of Owner's obligations under this Agreement or the Club Instruments after Closing, Owner shall be in default and Seller or any Holder or Co-Holder may enforce the Seller Security Interest (as described in Section 15 of this Agreement) against Owner's Ownership (and the proceeds thereof) in accordance with this Agreement. Upon the occurrence of any such failure, Seller or any Holder or Co-Holder shall give Owner written notice thereof and if Owner has not cured the applicable failure within thirty (30) days after Seller or any Holder or Co-Holder gives such notice, Owner shall be in default under this Agreement and Seller or any Holder or Co-Holder may enforce the Seller Security Interest in accordance with Section 15 below.

**15. Remedies/Security Interest.** To secure compliance with Owner's obligations hereunder, Owner hereby grants to Seller and any Holder or Co-Holder a security interest ("**Seller Security Interest**") in the Ownership purchased under this Agreement and all proceeds therefrom (collectively the "**Collateral**"). The Seller Security Interest constitutes a lien on the Collateral. The Seller Security Interest and lien shall remain in effect as long as there are obligations of Owner in favor of Seller or any Holder or Co-Holder to be fulfilled under this Agreement. No waiver by Seller, the Association, or any Holder or Co-Holder of this Agreement, of any default or breach by Owner shall operate as a waiver of the same or any other default or breach by Owner or any other party listed as owner in the future. Each Owner signing below hereby appoints each other Owner signing below as his or her agent for dealing with Seller and any Holder or Co-Holder of this Agreement for any purpose. Upon the occurrence of a default described in Section 14 above, Seller or any Holder or Co-Holder of this Agreement may choose one or more of the following remedies: (a) declare the entire unpaid balance of the Purchase Price and a Processing Fee immediately due and payable, unless prohibited by law; (b) foreclose the lien created by the Seller Security Interest and sell or retain the Ownership in satisfaction of Owner's obligations hereunder, or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (c) terminate the Ownership and retain all amounts previously paid by Owner as compensation for damages incurred in proceeding, pursuant to this Agreement (Seller and Owner agree that in such case it would be impractical or extremely difficult to fix the actual damage and therefore, the amounts previously paid by Owner are a fair and reasonable estimate of Seller's actual damages for such default); (d) suspend use rights, including, but not limited to, cancelling any existing and future reservations; (e) sue for the unpaid balance due hereunder; (f) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (g) pursue any other remedy allowed by law, except Seller cannot terminate this Agreement or foreclose against the Ownership without the consent of the Holder or Co-Holder of any right to the unpaid balance due hereunder.

**16. Additional Creditor.** The right to receive payment of the Purchase Price and Processing Fee under this Agreement belongs to Seller, but could be assigned, collaterally or absolutely, to another creditor (such creditor is referred to herein as a "**Holder**" or "**Co-Holder**"). This Agreement, together with all security interests, rights of enforcement and payment due hereunder, is freely assignable by Seller, its successors and assigns.

**NOTICE:**

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR (OWNER) COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR (OWNER) SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR (OWNER) HEREUNDER.

**17. General Provisions.** Except as otherwise set forth under the "NOTICE TO BUYER'S" section of this Agreement, any written notice required or desired to be given hereunder shall be deemed given when personally delivered or after three (3) days deposit in the U.S. Mail, first class postage prepaid or one (1) day after acceptance by a nationally recognized overnight courier service, addressed to the address given herein or such subsequent address as is given by proper notice or when sent by facsimile to any facsimile number given by one party to the other. This Agreement, and any and all other documents executed at the same time as this Agreement, constitutes the entire agreement between the parties hereto. Except as otherwise provided herein, this Agreement shall be binding upon and benefit the heirs, executors, administrators and successors of each of the parties. If any provision of this Agreement shall be found to be invalid, the remaining provisions shall nevertheless remain in full force and effect. Unless terminated in accordance with the terms of this Agreement, this Agreement shall survive the issuance of the Ownership and the Ownership Certificate and the registration thereof in the Club Ownership Register and shall survive the final payment toward the purchase hereunder.

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**18. Owner Responsibility.** Transfer or abandonment of the Ownership does not relieve Owner of Owner's obligations hereunder unless such transfer or abandonment of the Ownership is agreed to by the Association, the Seller and/or any Holder or Co-Holder of any right to the unpaid balance due under this Agreement.

**19. Modifications and Changes.** Seller reserves the right to make changes in the Club Instruments for the purpose of correcting errors in the preparation and filing of all documents relating to the Club where necessary to establish the validity and enforceability of the Club Instruments. Seller reserves the right to add additional real property interests to the Club as provided in the Club Instruments. Seller further reserves the right to make clerical or typographical corrections in any documents related to this Agreement.

#### F. ASSESSMENTS - ASSOCIATION'S SECURITY INTEREST

**20. Regular Assessments.** The current annual Regular Assessment for Owner's Ownership is \$705.60 (U.S. Funds), based on the formula and rate of annual Regular Assessments currently established by the Association pursuant to the Club Instruments. Regular Assessments may be increased annually subject to the Club Instruments. Regular Assessments shall be used for Club Costs, including maintenance and operation of Club Accommodations (including for reserves) and operation and management of the Club, all as more particularly described in the Club Instruments.

**21. Special Assessments and Taxes.** The Association may levy special assessments subject to the Club Instruments. The Owner is also responsible for any tax that might be assessed by a civil taxing authority on the purchase of Owner's Ownership or the use of any Club Accommodations.

**22. Individual Charges.** Owner must pay separately for extra benefits including, but not limited to, if available, food, storage, extra maid service, purchase of goods, use of equipment, furnishings or facilities not normally provided as part of the Club Accommodation or the Club Property in which it is located, and exchange program services if available.

**23. No Warranties.** SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY CONCERNING THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES, INCLUDING ANY WARRANTIES, STATUTORY OR OTHERWISE, OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE REQUIRED BY LAW AS OF THE DATE HEREOF. ACCORDINGLY, ANY REPAIRS TO THE CLUB ACCOMMODATIONS OR CLUB PROPERTIES NOT COVERED BY RESERVES MAY RESULT IN A SPECIAL ASSESSMENT.

**24. Damage Charges.** Owner must pay, as an Individual Charge, any cost of repair or replacement for any damage caused by Owner, Owner's family or guests, or anyone else that Owner allows or permits to occupy a Club Accommodation during Owner's reserved use period.

**25. Association's Remedies/Security Interest.** To secure compliance with the Club Instruments, Owner hereby grants to the Association a Security Interest (the "**Association Security Interest**") in Owner's Ownership and all proceeds thereof (i.e., the Collateral), which Association Security Interest is subject to and subordinate to the Seller Security Interest. The Association Security Interest shall remain in effect as long as Owner's Ownership remains in effect. Upon a breach by, or failure of, Owner to perform any of Owner's obligations under the Club Instruments, which breach or failure extends beyond any notice, cure and/or grace periods specifically provided for in the Club Instruments, the Association may, among other things (the Club Instruments describe all of the Association's rights and remedies for an Owner default thereunder): (a) foreclose the lien provided by the Association Security Interest, subject to any Seller Security Interest then in existence, and sell or retain Owner's Ownership in satisfaction of Owner's obligations to the Association or exercise any other right under Article 9 of the applicable Uniform Commercial Code; (b), if the Seller Security Interest no longer exists, terminate the Ownership; (c) suspend the Owner's rights to use the Points ascribed to Owner's Ownership and in certain instances, the Owner's rights to occupy a Club Accommodation for which the Owner had previously obtained a reservation; (d) sue the Owner personally for all amounts due to the Association; (e) deny request to transfer Owner's Ownership and Points in the Club Ownership Register; and/or (f) pursue any other right or remedy allowed by law, subject, however, to the Seller Security Interest (if still in effect) and subject to the terms and provisions of the Club Instruments.

#### G. PURCHASE PRICE, FINANCE CHARGE, AND PAYMENTS

**26. Purchase Price.** Owner agrees to pay Seller the Purchase Price in U.S. Funds (less other Credits/Discounts) together with a Closing Fee, a document processing fee ("**Processing Fee**") described in Section 28 below and the credit service charge ("**Finance Charge**") as described in Section 29 Credit Terms. Payments shall be credited first on the interest then due, then on principal. Interest will begin to accrue on the date hereof. This Installment Contract provides for an interest rate of SIXTEEN 99/100 (16.99%) per annum. This amount is required to be included in the calculation of the Annual Percentage Rate and Finance Charge.

**27. Closing Fee.** Owner agrees to pay Seller a \$30.00 Closing Fee, which Seller will pay to First American Title Insurance Company.

**28. Processing Fee.** Owner understands and agrees to pay Seller a Processing Fee of \$349.00 which is charged to all buyers whether paying in cash or buying on credit to cover various processing services related to the sale including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that Seller performs as settlement agent. Together, the Purchase Price, Processing Fee, Closing Fee and Finance Charge constitute the "**Total Sale Price**".

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29. Credit Terms. Disclosures Required By: Federal Truth In Lending Act, and State Law. Creditor: WYNDHAM VACATION RESORTS, INC., 6277 Sea Harbor Dr., Orlando, FL 32821.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate:	FINANCE CHARGE The dollar amount the credit will cost you:	Amount Financed The amount of credit provided to you or on your behalf:	Total of Payments The amount you will have paid after you have made all payments as scheduled:	Total Sale Price The total cost of your purchase on credit including your down payment of:
16.99	\$19,640.70	\$17,864.10	\$37,504.80	\$1,984.90; \$39,489.70

Your payment schedule will be

No. of payments:	Amount of Each Payment:	Payments are due monthly, on the same date each month Beginning: 10-17-2017
120	\$312.54	

**Late Charge** You will be charged a late charge of \$10.00 or the maximum permitted by applicable law for each payment that is more than ten (10) days late.

**Security Interest:** You are giving the Seller and the Association a security interest in the Ownership being purchased and all proceeds therefrom.

**Prepayment:** If you prepay the balance due, there will be no penalty.

**Variable Rate:** Did Owner Enroll in the Auto Pay Plan ("APP")? X Yes      No  
If "Yes" is checked, the following applies. By enrolling in the APP, Owner's Annual Percentage Rate disclosed above reflects a reduction of one-half percent (½%) (the "Reduction") over the Annual Percentage Rate that would otherwise apply. The Annual Percentage Rate disclosed above will automatically increase by the amount of the Reduction in the event any one of the following occurs: (a) Owner discontinues participation in the APP, (b) Owner's financial institution is unable or unwilling to participate, or (c) Seller or any Holder or Co-Holder discontinues Owner's participation for reasonable cause. Any increase in the Annual Percentage Rate will take the form of higher payment amounts. For example, if your loan were for \$10,000.00 at 17.49% for 7 years and the rate increased to 17.99%, your regular payment would increase by approximately \$5.00.

**Contract Reference:** Owner should refer to this Agreement for information about nonpayment, default, the right to accelerate maturity of Owner's payment obligation, prepayment rebates and penalties, and other creditor remedies.

## ITEMIZATION OF AMOUNT FINANCED

1. Gross Purchase Price:	\$ 31,600.00	6. Closing Fee (Paid to Escrow Agent):	\$ 30.00
2. Discounts/Other Credits:	\$ 12,100.00	7. Total Cash Price:	\$ 19,879.00
3. Net Cash Price (Paid to Seller):	\$ 19,500.00	8. Payments/Trade In:	\$ 0.00
4. Processing Fee (Paid to Seller):	\$ 349.00	9. Down Payment:	\$ 2,014.90
5. State and Local Taxes:	\$ 0.00	10. Amount Financed*:	\$ 17,864.10

\*If applicable, includes refinancing an existing loan plus any unpaid interest.

30. Change in Law. If a law, which applies to this Agreement and which sets maximum finance charges, is finally interpreted so that the interest or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then: (i) any interest and/or other charges will automatically be reduced by the amount necessary to reduce the interest rate and/or charges to the permitted limit, retroactively effective as of the date of this Agreement, and as though this Agreement originally provided for the reduced interest rate, finance and/or other charge, as the case may be; and (ii) any sums already collected from Owner which exceeded permitted limits will be refunded to Owner. The Holder or Co-Holder may choose to make this refund by reducing the principal Owner owes under this Agreement or by making a direct payment to Owner. If a refund reduces principal, the reduction will be treated as a partial prepayment.

31. Other Charges. The Association, the Seller and any Holder or Co-Holder each have the right to collect charges per dishonored check up to the maximum permitted by applicable law. For late or missed payments, to the extent permitted by law, you may also be charged any cost incurred in the attempted collection of a delinquent payment, including reasonable collection agency fees, which may be based on a percentage amount over and above the delinquent payment.

## H. MISCELLANEOUS PROVISIONS

32. Effectiveness of Agreement/Closing. This Agreement will become effective upon execution by all parties and shall be deemed to have closed (the "Closing") when all of the following conditions have occurred unless waived by Seller: (a) any applicable rescission period has expired, (b) the Owner has paid to Seller a down payment equal to not less than ten percent (10%) of the sum of the Purchase Price and the Processing Fee in immediately available funds; and (c) Seller has sufficient Points to deliver to Owner. In no event will the Closing occur later than the first anniversary of the Contract Date and if Closing has not occurred on or prior to the date of the first anniversary of the Contract Date, this Agreement shall be deemed automatically terminated and of no further force and effect. In the event this Agreement is automatically terminated in accordance with the provisions of the immediately preceding sentence and the Closing does not occur through no fault of Owner then within twenty (20) days after the first anniversary of the Contract Date Owner may request Seller to refund to Owner all funds paid by Owner under this Agreement.

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**33. Termination of Agreement with Blocked Persons.** Under United States Presidential Executive Order 13224 (the "Executive Order"), Seller is required to ensure that it does not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "List"), generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("Blocked Persons") are updated from time to time. In the event Seller learns that Owner's name appears on the List, Seller reserves the right to delay the Closing pending Seller's investigation into the matter. If Seller is advised and/or determines that Owner is a Blocked Person, Seller reserves the right to terminate this Agreement and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this Section will survive Closing and/or termination of this Agreement.

**34. Purchase Money Protection.** All payments made by the Owner shall be protected by a surety bond held by First American Title Insurance Company, 400 International Parkway, Suite 380, Lake Mary, Florida 32746 ("Escrow Agent"), from the date of sale until expiration of the cancellation period has occurred.

**35. Vacation Interest Policy.** Owner will be provided a vacation interest insurance policy covering the Ownership at no additional charge.

**36. Definition of Terms.** All capitalized terms not otherwise defined within this Agreement shall have the meaning given to them in the Club Instruments.

**37. Electronic Signatures.** Owner(s) agrees that if this Agreement is signed electronically by the Owner (s), it is a transferable record.

**38. Receipt for Documents.** Owner acknowledges that the Owner has received a completed copy of this Agreement, required disclosure documents, including without limitation, the Public Offering Statement, Articles of Incorporation and By-laws of the Association, the Declaration for the ClubWyndham Access Vacation Ownership Plan and the Regulations for the Club, and that the Owner has been given a satisfactory opportunity to read this Agreement.

#### NOTICE TO BUYER (OWNER):

(a) RECEIPT. Owner has received an exact copy of this agreement and any other document(s) signed with this agreement, with all blanks filled in.


(b) This contract is to be construed according to the laws of Nevada and specifically chapter 119A of NRS.

(c) The purchaser of a time share may cancel, by written notice, the contract of sale until midnight of the fifth calendar day after the date of execution of the contract.

(d) The right of cancellation may not be waived. Any attempt by the developer to obtain a waiver results in a contract, which is voidable by the purchaser.

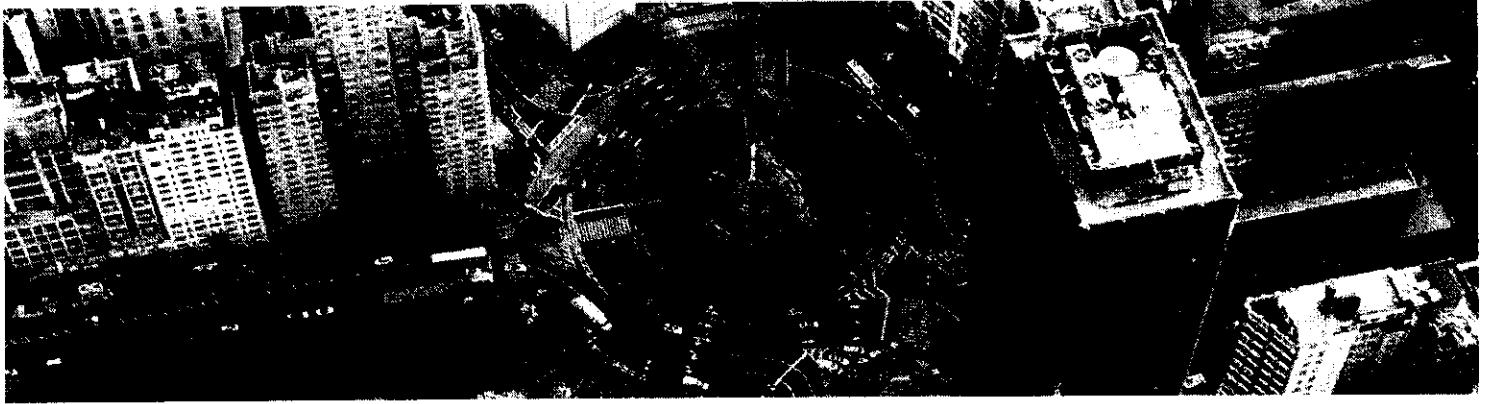
(e) The notice of cancellation may be delivered personally to the developer, sent by certified mail, return receipt requested, or sent by express, priority or recognized overnight delivery service, with proof of service to the business address of the developer to Wyndham Vacation Resorts, Inc., Attention: Account Servicing Operations - Rescission Department at P.O. Box 94443, Las Vegas, Nevada 89193 or 10750 West Charleston Boulevard, Suite 130, Las Vegas, Nevada 89135.

(f) The developer shall, within twenty (20) days, after receipt of the notice of cancellation, return all payments made by the purchaser.

 X _____ Owner Nazret Zorabruk Gebremeskel Date Signed		SEP 02 2017 X _____ Owner Date Signed	
X _____ Owner Date Signed		X _____ Owner Date Signed	
Joint and several if more than one Owner		1306 Shady Glen Dr Street Address	
WYNDHAM VACATION RESORTS, INC. and PTVO Owners Association, Inc.		District Heights MD 20747 City State Zip	
X _____ Authorized Agent		Phone (area code) ( 01 ) 804-8699	
SEP 02 2017 Date Signed		Email Address na2gebremeskel@hotmail.com	
		Principal Contact _____	

## EXHIBIT D





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# Wyndham Worldwide Announces Plan to Become Two Publicly Traded Hospitality Companies

Wyndham Hotel Group to Become Pure-Play Hotel Company; Wyndham Vacation Ownership Will Be World's Largest Publicly Traded Timeshare Business; Company to Explore Strategic Alternatives for European Rental Brands; Public Companies Will Retain Wyndham Rewards Partnership

**PARSIPPANY, N.J.** (August 2, 2017) -- Wyndham Worldwide (NYSE: WYN) today announced plans to spin off the company's hotel business resulting in two separate, publicly traded

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home to RCI, the world's largest timeshare exchange company. The Company will also explore strategic alternatives for its European rental brands.

The two public companies intend to enter into long-term exclusive license agreements to retain their affiliation with one of the industry's top rated loyalty programs, Wyndham Rewards, as well as continued collaboration on key inventory sharing and customer cross-sell initiatives. The corporate names of the post-spin public companies have not yet been decided.

The transaction is expected to increase the fit and focus and strategic flexibility of the two post-spin companies, allow each company to maintain a sharper focus on its core business and growth opportunities, facilitate future capital raising as needed for the two companies, and position each to be better able to make the changes necessary to respond to developments in its markets. Following the planned separation, both companies will have significant scale and leadership positions within their industries, strong cash flows, rich portfolios of trusted brands, and the existing relationships in place to drive attractive growth and shareholder value.

"After a comprehensive review process, the Board of Directors has determined that a spin-off of the hotel business and the combination of Wyndham Vacation Ownership with RCI is the best structure to unlock shareholder value and enable strong growth across the businesses," said Stephen P. Holmes, Chairman



and brands into industry leaders which are now connected by the industry's top rated loyalty program. With this strong platform in place, our businesses are now able to move forward individually, each positioned for a very strong future, based on a shared history and culture and an ongoing affiliation with Wyndham Rewards."

The transaction, which is expected to be tax-free to Wyndham Worldwide and its shareholders, will be effected through a pro rata distribution of the new hotel company's stock to existing Wyndham Worldwide shareholders. Wyndham Worldwide expects the transaction to be completed in the first half of 2018.

## **MANAGEMENT**

As two separate public companies, the vacation ownership company and the hotel company will have separate boards of directors. Holmes will serve as Non-Executive Chairman of the Board of Directors for both companies.

Geoff Ballotti, current CEO of Wyndham Hotel Group, will continue to lead the hotel company as President and CEO. With more than 30 years' experience, Ballotti is well positioned to continue advancing Wyndham's leadership in the economy and midscale hotel segments, while growing the company's upscale portfolio and management business.

Michael Brown, current CEO of Wyndham Vacation Ownership, will continue to lead the timeshare company as President and CEO. A



of Wyndham Worldwide, will move into an advisory role, working with the Company through the transaction.

"Tom has worked closely with the Board and me to get to our announcement today. He has been a passionate leader for our business and a vocal champion of our culture and values. His contributions to the Company and for our shareholders are significant, and our gratitude to him runs deep," said Holmes. "As we begin this next chapter, Tom and I agreed that now is a good time to make this change to support a seamless transition to the leadership of the new companies."

David Wyshner will assume the role of Wyndham Worldwide CFO and will become CFO of the hotel company upon spin. Wyshner was most recently President and CFO of Avis Budget Group, the global vehicle rental service provider, and served as Avis Budget's CFO for more than ten years. Prior to that, Wyshner served as Executive Vice President and Treasurer of Cendant Corporation, a global diversified services company with approximately \$20 billion in annual revenues, where Wyshner led the execution of that company's separation into three publicly traded companies.

Michael Hug will serve as CFO of the timeshare company. Hug has been Executive Vice President and CFO of Wyndham Vacation Ownership since 2005. Previously, he served as Senior Vice President and Controller. Prior to joining Wyndham Vacation Ownership, Hug spent 11 years with EY.



over 80 countries and 2016 revenues of \$1.3 billion.

The pure-play, publicly traded hotel company is expected to have:

- A strong and resilient, fee-for-service, global franchise model
- High margins
- Significant free cash flow
- A growing pipeline of 150,800 rooms
- A proven and experienced management team

"We have spent the past three years on a transformation focused on improving the quality and awareness of our hotel brands, moving our legacy hotel and central systems to cloud based technology on an unprecedented scale, and building one of the top-rated hotel loyalty programs in the world," said Ballotti. "We are excited about moving forward as one of the largest pure-play hotel portfolios anchored by iconic hotel brands in the economy and midscale segments. With a proven asset-light, fee-for-service model and attractive opportunities to grow and further diversify our brand portfolio, we are well positioned to drive value for our shareholders."

#### **VACATION OWNERSHIP COMPANY**

With over \$2 billion in gross timeshare sales in 2016, Wyndham Vacation Ownership is the



...building up a robust owner property management system for better management.

RCI is the world's first and largest vacation exchange network, which introduced trading flexibility to vacation ownership more than 40 years ago. With over 4,300 affiliated properties in more than 100 countries, RCI members can choose from a variety of accommodations and vacation experiences.

The post-spin, publicly traded timeshare company is expected to have:

- Unprecedented scale as the largest timeshare company in the world with a strong sales and marketing platform
- The largest timeshare exchange network
- Significant free cash flow
- A diversified timeshare business model
- A proven and experienced management team

"By joining the largest timeshare company in the world with the largest timeshare exchange network and connecting them seamlessly to the Wyndham Rewards platform, we will be positioned to provide the widest variety of vacation opportunities to our owner base and network affiliates," said Brown. "We will focus on building on our proven strengths and unmatched scale to meet evolving consumer vacation needs while continuing to drive value for shareholders."



execution of intercompany agreements, arrangement of financing facilities, the effectiveness of the registration statement, and other customary conditions. The Company intends to seek a ruling from the Internal Revenue Service with respect to certain aspects of the transaction. The separation will not require a shareholder vote. Wyndham Worldwide expects to complete the separation in the first half of 2018 but there can be no assurance regarding the timing of the separation or that the separation will ultimately occur.

### **ADVISORS**

Deutsche Bank Securities Inc. and Goldman, Sachs & Co. are acting as financial advisors to the Company, and Kirkland & Ellis LLP is acting as legal advisor.

### **SECOND QUARTER RESULTS AND CONFERENCE CALL INFORMATION**

Wyndham Worldwide Corporation will issue its second quarter 2017 earnings release post market on Wednesday, August 2, 2017 and will hold a conference call with investors to discuss today's news as well as the Company's second quarter 2017 results, outlook and guidance on Thursday, August 3, 2017 at 8:30 a.m. ET. Listeners can access the webcast live through the Company's website at [www.wyndhamworldwide.com/investors](http://www.wyndhamworldwide.com/investors). The conference call may also be accessed by dialing 800-862-9098 and providing the pass code "WYNDHAM." Listeners are urged to call at least 10 minutes prior to the scheduled start



## ABOUT WYNDHAM WORLDWIDE

Wyndham Worldwide (NYSE: WYN) is one of the largest global hospitality companies, providing travelers with access to a collection of trusted hospitality brands in hotels, vacation ownership, and unique accommodations including vacation exchange, holiday parks, and managed home rentals. With a collective inventory of nearly 130,000 places to stay across more than 110 countries on six continents, Wyndham Worldwide and its 38,000 associates welcomes people to experience travel the way they want. This is enhanced by Wyndham Rewards®, the Company's re-imagined guest loyalty program across its businesses, which is making it simpler for members to earn more rewards and redeem their points faster. For more information, please visit [www.wyndhamworldwide.com](http://www.wyndhamworldwide.com).

## FORWARD-LOOKING STATEMENTS

This press release contains "forward-looking statements" within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements are those that convey management's expectations as to the future based on plans, estimates and projections at the time Wyndham Worldwide makes the statements and may be identified by terminology such as "will," "expect," "believe," "plan," "anticipate," "goal," "future," "outlook," "guidance," "target," "estimate" and similar expressions. Forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause the actual results, performance or





expectations with respect to the spin off and related transactions, as well as the post-spin companies' future operating, financial and business performance.

You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this press release. Factors that could cause actual results to differ materially from those in the forward-looking statements include general economic conditions, the performance of the financial and credit markets, the economic environment for the hospitality industry, the impact of war, terrorist activity or political strife, operating risks associated with the hotel, vacation exchange and rentals and vacation ownership businesses, uncertainties that may delay or negatively impact the spin off or cause the spin off to not occur at all, uncertainties related to the post-spin companies' ability to realize the anticipated benefits of the spin off, uncertainties related to Wyndham Worldwide's ability to successfully complete the spin off on a tax-free basis within the expected time frame or at all, unanticipated developments that delay or otherwise negatively affect the spin off, uncertainties related to Wyndham Worldwide's ability to obtain financing for the two companies or the terms of such financing, unanticipated developments related to the impact of the spin off on our relationships with our customers, suppliers, employees and others with whom we have relationships, unanticipated developments resulting from possible disruption to our operations resulting from the proposed spin-off, the potential impact of the spin-off and related transactions



Worldwide's subsequently filed Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. Except for Wyndham Worldwide's ongoing obligations to disclose material information under the federal securities laws, it undertakes no obligation to release publicly any revisions to any forward-looking statements, to report events or to report the occurrence of unanticipated events.

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## EXHIBIT E

ebay

Q Search for anything

All Categories

Back to search results | Listed in category: Real Estate > Timeshares for Sale



### WYNDHAM CLUB ACCESS 84,000 ANNUAL POINTS TIMESHARE FOR SALE

USE YOUR POINTS AT MULTIPLE RESORTS

Condition: --  
"FREE AND CLEAR READY TO BE TRANSFERRED!"

Time left: 5d 10h Saturday, 10:00PM

Current bid: **US \$1.00** [ 1 bid ]

**Place bid**  
Enter US \$1.25 or more

Add to Watchlist

Longtime member   No returns   6 watchers

Shipping: Free Local Pickup | [See details](#)  
Item location: Orlando, Florida, United States  
Ships to: Local pick-up only

Delivery: Varies

Coverage: Read item description or contact seller for details. See all details  
(Not eligible for eBay purchase protection programs)

**Seller information**  
timesharediscounts (137 )  
100% Positive feedback

Save this Seller  
Contact seller  
See other items

Have one to sell? Sell now

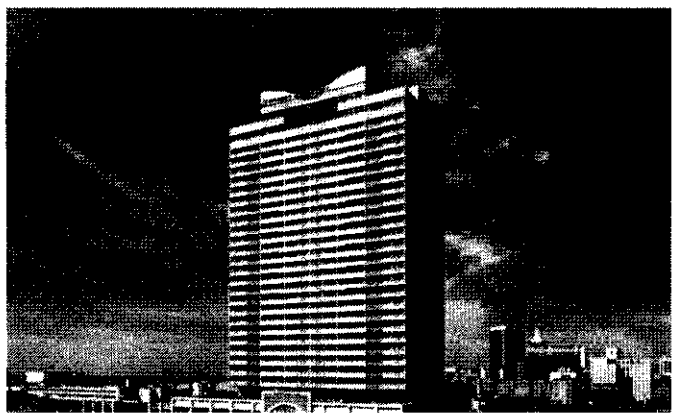
Description Shipping and payments

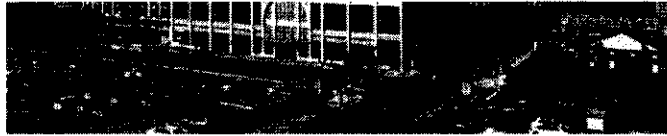
eBay item number: 333550651519

Seller assumes all responsibility for this listing.

Item specifics	
Seller Notes: "FREE AND CLEAR READY TO BE TRANSFERRED!"	
Points:	84,000
Property Address:	6277 Sea Harbor Drive
State/Province:	Florida
Seller State of Residence:	Texas
Maintenance Fees (dollars):	581
Zip/Postal Code:	32821
City:	Orlando
Type:	Attractions
Resort Name:	Wyndham Club Access
See Map	
Portions of this page and links may be provided by third party content providers such as MapQuest.com, and they are solely responsible for such content.	

Please note that we are not affiliated with nor do we represent the resort described in this item

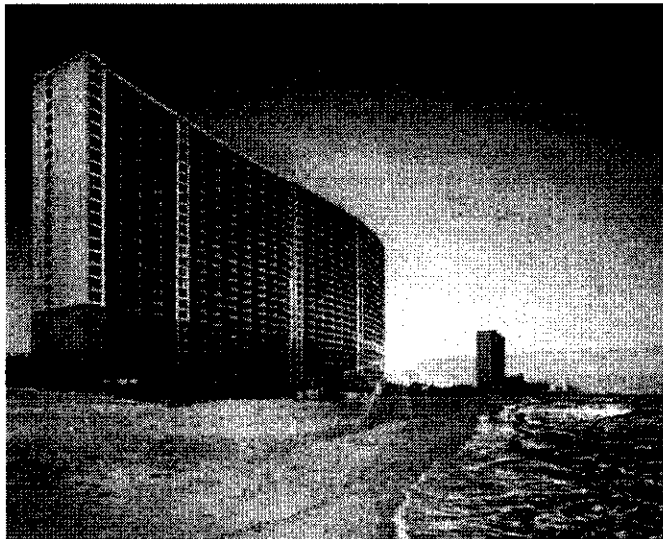




(Due to West Virginia guidelines on purchasing Real Estate, West Virginia Residents will not be able to participate)

# **WYNDHAM CLUB ACCESS** **84,000 ANNUAL POINTS** **TIMESHARE FOR SALE**

**Points: 84,000**  
**Usage: Annual Starting 2020**  
**Anniversary: January**  
**Trading Company: RCI**  
**Mortgage: Paid in Full, Title is Free & Clear**  
**Maintenance Fee: \$581.28 Annually**



## Exhibit F

808  
DC

**Kathryn Bryan**

34 North Goodyear Street Oregon Ohio 43616

**Please Communicate By Email: Kathryn.Bryan@workroommail.com**

August 25, 2018

Florida Attorney General Consumer Services  
PO Box 6700  
Tallahassee, Florida 32399-6700

2018 SEP -5 AM 11:13  
DIVISION OF  
CONSUMER SERVICES

**Reporting: Wyndham Vacation Resorts, Inc For Misrepresentation, Sales Deception, Unfair Business Practices And Timeshare Fraud.**

Good morning,

I am a resident of Ohio and I'm writing to ask for your assistance, regarding my experience in purchasing a vacation timeshare at Club Wyndham Access 6277 Sea Harbor Drive Orlando Florida 32821. When I purchased the timeshare I was in Florida. The timeshare company's corporate office is Wyndham Vacation Resorts, Inc 6277 Sea Harbor Drive Orlando Florida 32821.

I have been victimized by *timeshare fraud* and *deceptive sales practices*, I have no legal counsel regarding this complaint, and I am not asking your office to be my private attorney, but I would appreciate your assistance in getting this *fraudulent* contract canceled and my money returned.

Below you will find a copy of the letter I sent to both parties above, and as of this date, there has been no resolution. Help from your office would be greatly appreciated. As you read the letter I sent to them, you will understand that the entire Club Wyndham Access sales process and experience was full of *high-pressure, fraudulent and deceptive sales tactics*.

However, even worse, later I discovered the sales presentation included lots of *misrepresentation, sales deception, untruths, partial truths, and outright lies*, all of which were cleverly presented in such a way, that they could not be exposed or discovered until much later than the rescission period.

Wyndham Vacation Resorts, Inc sells timeshare to consumers who reside in all fifty states and in filing this complaint with your office, I state that my complaint is a truthful account of my experience and I am the individual that entered into a marketplace relationship with Wyndham Vacation Resorts, Inc.

I authorize your office to send my complaint and supporting documents to all of the above businesses identified in this complaint and to receive confidential financial information about me from these companies. In case you need to know, there is NO court action pending, and I have NOT lost a lawsuit regarding this matter.

**Please Communicate With Me By My Email.** The above complaint is true and accurate to the best of my knowledge. Thank you in advance for your help.

DEPT OF AGRICULTURE  
AND CONSUMER SERVICES

Sincerely,

Kathryn Bryan  
Kathryn Bryan

SEP 04 2018

BUREAU OF FINANCE  
AND ACCOUNTING

**Please Communicate By Email: Kathryn.Bryan@workroommail.com**

Attention Wyndham Vacation Resorts,  
6277 Sea Harbor Drive Orlando, FL 328211

We were given a week stay at the Wyndham Palm-Aire in Daytona Beach Florida where we stayed in November 2009.

We were invited to a Time Share presentation which we were told was not a high-pressure sales meeting, but rather an informational meeting. We attended the meeting on November 15, 2009, at the Royal Vista Resort.

We met with Brett Sherman who described the benefits of owning Wyndham points, how Wyndham was continuously purchasing resort properties for its owners, and how reasonably priced Wyndham points were. We were about to leave when the sales manager came over and stated that if we purchased 154,000 points at that meeting, he would allocate an additional 154,000 bonus points which would put us in a Silver Owner level.

We were told that by doing this it would allow us to stay at any of the Wyndham properties around the world. Later we found out this was totally not true, but the lie did not come to light until we tried to book a week stay in Hawaii for our anniversary. We were convinced to put down a credit card deposit of \$5644.22 and finance the remaining \$13,414.03 to purchase at the Wyndham Ocean Walk in Daytona Beach.

We stayed at the Wyndham Ocean Boulevard in Myrtle Beach South Carolina and were invited to attend an Owners update. (we were told no high pressure; it was just an update and answer any questions. and it will only last 90 minutes, and we will gift you with a \$50.00 gift card.)

When we checked in for the meeting on April 26, 2012, we were greeted by Alex Sorlagas who proceeded to review our current Wyndham status. He told us if we wanted to maintain our Wyndham benefits we would need to purchase additional points because Wyndham was increasing the number of points for each level of benefits.

We told him we were not interested in any additional purchases and that our 90 minutes were up. We got up to leave, and he told us to wait a minute. He then left and returned about 5 minutes later with the sales manager. The manager told us he could "help us out by letting us purchase two properties that had been returned and had built in equity, so they were a bargain, and they were a total of 227,000 points. These points would now place us in Gold status which allowed us additional benefits. With a credit card deposit of \$7828.83 and financing the remaining \$6365.17, we purchased Long Wharf Resort in Rhode Island.



We also purchased Bentley Brook Resort in Massachusetts with a credit card deposit of \$1996.20 and financed \$4657.80. At the "closing" the papers were rapidly shuffled past us, and we told not to worry, just sign here, here, here, etc. which did not allow us enough time to check over the documents. This 90-minute update actually lasted 4.5 hours.

On September 13, 2015, during our stay at Wyndham Ocean Boulevard in Myrtle Beach, South Carolina, we were invited to an owner's update meeting. "It will only last 60 minutes and as a gift for attending you will receive 2 tickets to the Pirate Cove dinner show."

Kevin Pollock met with us and reviewed our current Wyndham status, excused himself and left. He returned 20 minutes later with a senior sales manager. The manager asked us why we purchased weeks in 2012 and we told him they were converted to points. In reviewing the information, he stated that had not been done and the previous salespeople should not have told us they would convert both properties to points.

When we reminded him this purchase had happened at this resort, he stated "Maybe so, but these people are no longer here. And whatever they told you we do not have to honor." He in essence he told us that we had been lied to but then said that he could help us get out of this situation if we purchased an additional 210,000 points.

He would try to get his boss to take both properties with weeks back and use any of their equity for a down payment toward the new purchase. He also told us that because of this unfavorable situation he could offer us these points at a significant discount... but only if we purchased them while we were at this meeting.

This additional purchase would place us at a Platinum level with a great many additional perks, including better reservation power. We didn't know what else to do, and we reluctantly agreed, and the manager left to talk to his boss about what had been discussed. The manager and his boss returned and started off by apologizing for the previous purchase in 2012.

He then stated that Wyndham would take Long Wharf Resort property back into their inventory, but they would not take Bentley Brook back. (They did agree to convert that week to 66,000 points because of the error.)

The two managers left to complete the contract information. Kevin then told us that even though Wyndham did not want their owners doing it, that he could show us how to rent out units and make a significant amount of money to help with our mortgage payments and maintenance fees.

He drew charts for us that "guaranteed" incomes from the rentals. He gave us his personal phone number and told us to contact him when we were ready with assistance to start this process.

We were accompanied to the finance office by all three salespersons. It felt like we were under arrest or going to the firing squad. All we wanted to do was to straighten out the lies that we had been told that the other salespeople had told us and get the mess cleaned up. We deposited an additional \$3842.69 and financed the additional points for \$34,807.01.

The owner update information we received from the sales manager's boss during his discussion to get us to complete the additional purchase included the "purchase" by Wyndham of the Emerald Grande in Destin, Florida. The additional points and our Platinum status would guarantee us reservations at the Emerald Grande any time of the year even in the winter months. The sales manager did not tell us that Wyndham had only taken over a certain number of 2/3/4 bedroom units (no 1 bedroom units).

We had to discover this on our own when we attempted to book a one week stay there and called the Emerald Grande directly. We were informed they could not accommodate us in any unit for an indefinite period of time no matter what our level with Wyndham.

(Yet more omission/ misrepresentation of facts) But you know it can't even be called that. It is just out-and-out lying. I can't believe this is legal in any way. There had to be someone, an agency, somewhere that can stand up to this kind of fraudulent behavior. I do intend to find them and report fully what we have been put through with all the lies and deceit. This entire 60-minute update ended up at 5.5 hours and three salespersons pushing information at us. We were overwhelmed and exhausted.

In August 2016 while on a family vacation at the Wyndham Edisto Island, South Carolina, we were informed there was a new program available for us that would greatly benefit us in reservations and other perks. Hoping that we could finally get all of this straightened out, we were told that there was an Owners Update meeting guaranteed in writing to last no more than 60 minutes and for our attention we would receive a \$75.00 gift card.

During the meeting on August 14, 2016, we were informed about the new Club Wyndham Access program and all of its benefits, including the ability to book units within the program 13 months out which guaranteed us availability at the Access properties. (we tried this after we got home and were still unable to book any unit at Emerald Grande). Just another lie when we thought we were getting help.

The speaker also informed us that Wyndham Had also purchased RCI and we could bank some of our Wyndham points with RCI. RCI was supposed to afford Wyndham Owners additional locations for vacationing. (It took me 2 years to get a booking someplace near where we wanted to be and also found out points expired unless we purchased an additional year for \$189.00).

We were escorted to a sales person's table where he told us we needed to "get into the Access program today." He talked again about the benefits. We declined, stating that our 60 minutes were up and that we had family waiting. As we were walking out, we were stopped by a sales manager who escorted to another room.

He told us we were foolish not to hear about what Wyndham could offer us that day only. If we traded in our two existing contracts we would receive an additional 105,000 points; we would have 623,000 Access points which would guarantee us being able to book where we want, etc.

The purchase price for these points today only were being discounted for Platinum members like us with excellent payment records. He started showing us a chart that he drew showing us how our points would continue to increase in value and when we were ready to sell them, we would make a nice profit.

We were taken in and completed the additional purchase and trade in, after a down payment of \$4290.72 and a financed amount of \$49,899.04. We were told that there would be a personal account manager assigned to us to assist us with anything we needed, i.e., answering questions. To this date, we have received NO information from or about this person. Total time spent here was over 5 hours, and our family went on the scheduled outing without us.

In January 2017 we were vacationing at the Wyndham Ocean Walk in Daytona Beach, Florida. We originally declined the invitation to the Owner's Update. We received three phone calls from different customer service persons and then a personal visit to our unit telling us we really must attend the owner update meeting. (the gift incentive for our attendance was a \$\$ gift card and dinner for two at a seafood restaurant.)

We were once again told the update would be only 60 minutes and this was in writing on our invitation. We started the update meeting with Joseph Omar, and when we told him we were not interested in any further purchase, he called Gregory Perpetua to deal with us. Both men sat with us while Joseph reviewed our Wyndham history and current points.

We were told that in the next two years the points we banked from our Mayan Resorts would no longer be honored by Wyndham and that would drop us out of the Platinum status we had. "I know you don't want to lose that Platinum status, so we can help you get that Platinum status back.

We were told that all we had to do was to trade in your Long Wharf property and purchase an additional 105,000 points you will be back to Platinum. We were told that this a real deal because we were being offered the points at \$144.00 per thousand points. We were told, that is \$107.00 less than the current value of the Wyndham points.

These points will also be Access points and will increase our reservation power. We were so tired of the sales pressure of these 3 men surrounding us, at that time Jerry was 70 and I was 67 and I was exhausted due to still recovering from Breast Cancer and a Mastectomy, so we folded after over 5 hours of high pressure and agreed.

We had also been assured that our assigned Personal Account Manager would contact us within one week to introduce themselves to us and see if we had concerns/questions. Once again, we have NEVER heard from this supposed manager, another Wyndham lie!

The entire Wyndham ownership and all of the sales pressure and misinformation has left us extremely confused and depressed and has taken a horrible toll on my health. I continue to recover from Breast cancer, and my new chemotherapeutic medication costs \$1160.00.

I am now on a new blood pressure medication for hypertension. Jerry has had what the physician diagnosed as stress-related Back muscle spasms, which has resulted in the need for medications and physical therapy as well as intermittently missing 5 weeks of work.

This Wyndham stress has also aggravated his blood glucose levels, which has required oral hypoglycemic medications twice daily.

Our horribly negative experiences with Wyndham have escalated since our initial purchase in 2009. This all as turned into a very bad nightmare. How any company could legally or even morally do this to another human being is hard to believe.

You took our trust and turned it into shambles where Wyndham is concerned. Wyndham has turned out to be a VERY untrustworthy company.

**Because of all the lies and deceit that Wyndham has allowed their salespeople to heap us, is the reason I no longer what anything to do with your company.**

**Again, I want to make it very clear that because of the way your company has deceitfully dealt with us, I want nothing more to do with Wyndham.**

**I demand everything that has transpired between Wyndham and myself to be canceled immediately.  
I demand that the money that you have fraudulently taken from me be returned!**

**Wyndham has intentionally and knowingly put a terrible burden on not only my health but has crippled our finances with your deceitful sales practices.**

**I will take this to the right government department to see that this matter is resolved immediately. I have looked online about Wyndham and I see that many other people are saying the same things about Wyndham. That they also have been lied to by Wyndham over and over again.**

**I don't know about everyone that works at Wyndham, but as far as the sales people named in this letter – they are all LIERS!**

**Again, I demand our timeshare contact canceled immediately, and our money be returned.  
Kathryn Bryan**

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Wyndham Timeshare Owners 'Repeatedly Lied to' in Sales Presentations](#)

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