

PLAINTIFF FACTS SUPPLEMENTAL

Susan Bailey

1. Susan Bailey (the “Plaintiff” herein) is a resident of Washington who purchased a timeshare in Birch Bay, Washington in 2014 that was the 4th contract, where she had 3 Upgrades that were required to get what she paid for in prior promised benefits.
2. After Wyndham employees claimed it would be significantly easier to book longer and better vacations, which could be done with much shorter notice than the 11 months she experienced through RCI, the Plaintiff was persuaded to upgrade.
3. Susan Bailey’s husband had recently passed away, which Wyndham staff used as an opportunity to pressure her into signing a new contract in 2014.
4. The promises were for a valuable investment as a resale property and for improved availability for more frequent trips with friends with great ease, and the Plaintiff was even promised a vacation with her nice saleslady to go on a trip with her [and the Wyndham saleslady’s friends].

2017 and 2018 Discoveries

5. In 2017 and 2018 via counsel, the Plaintiff discovered the market value was not as promised (¶19), and in 2018 state mandated disclosures were discovered (¶48).
6. In 2018 with assistance of counsel, the Plaintiff was first made aware that Wyndham owned RCI (¶34) and that family members would be liable for her contract debts (¶44).

Sales Presentation

7. Ms. Bailey (hereinafter “Plaintiff”) spent hours at the upgrade presentation, but only an abbreviated time in the end that was used to sign the actual Contract.
8. The Wyndham sales representative who invited Plaintiff on a personal trip seemed “nice” contrasting prior sales encounters with Defendant’s staff in 3 prior contracts.
9. The saleslady had already been planning the trip with friends, and she was gaining Plaintiff’s trust with what seemed to be a demonstration of how flexible a Wyndham timeshare would be.
10. Plaintiff believed it when the Wyndham representative claimed she would be Plaintiff’s vacation planner, only for Plaintiff to later discover this did not happen the way it was promised.

Predatory Sales Practices

11. The Plaintiff was a widow that Wyndham staff convinced to buy a timeshare upgrade at a time when she was vulnerable.
12. Without her husband, Ms. Bailey was without a traveling companion retired, and a fixed income.
13. She was susceptible to the fabrications of a person who seemed to be a “friend” and acted very nice when she told Ms. Bailey about the upgrade.
14. Ms. Bailey was in fact the victim of a confidence scheme, where the Wyndham rep was not her “friend” and lied about taking a vacation with the Plaintiff just to get her to purchase an upgrade she did not need and really was an unwise financial decision.

15. The Plaintiff was offensively told that she was benefiting her children because of the long-term investment value of the timeshare and she was [self-servingly to Wyndham] encouraged to pay-off the timeshare so her children would have a free and clear asset that would command a high resale value.

16. Her children cannot afford debt like this timeshare had, so she paid it off with \$20,000 of savings which now impinges on her finances and medical expenses like her recent bout with Cancer and a subsequent surgery.

17. The truth of advanced bookings still required to be around a year (versus what the predatory rep told her), and the truth about not getting better and longer vacations, and ultimately the truth about the *nice lady* helping her who never really planned on being her friend and going on a vacation with her, were all contributions to a deep stress caused by victimization, and after that, Cancer occurs, which is hard to prove a direct linkage, but a broken heart by her husband's departure and the pain by being deceived when she thought she had hope, is real and certain.

Value – Good Investment

18. The Wyndham representative told Plaintiff the price was below market value, which gave the appearance of a good investment.

19. Until 2017 and 2018 (see, ¶22 and ¶23), the Plaintiff had no idea the timeshare was not worth a lot of money because Wyndham staff told her that the *points were from a 10-year-old purchase* and the Plaintiff was getting them far below the current market value which meant the Plaintiff's impression was that there was a return to be realized someday by her children (which is the reason the Plaintiff paid the Mortgage off early). *See, ¶15 and ¶16.*

20. Staff including Management told Ms. Bailey that if she didn't upgrade to purchase the 10-year-old points available right then, she would never see an investment like this again.

21. Clearly, market value was a dominant feature to the purchase because it had built in resale value from *10 years of market appreciation* that was discussed and made a deep impression.

22. In 2017, a failed sale through an aftermarket company gave the Plaintiff some indication that the points were not worth more than she paid for them.

23. In 2018, the Plaintiff's legal counsel advised her that the points were in fact worthless on the open market, such as eBay.

Use – False Promises

24. Plaintiff's main use motivation was to bank points to go to Hawaii with friends like the saleslady said she could.

25. The Wyndham representative told Plaintiff that she could save her points over multiple years (bank them) in order to spend them all at once on what would normally be an expensive vacation, such as the Hawaii vacation specifically discussed.

26. Wyndham staff, told Plaintiff it would be easy to travel to 5-star resorts and newly built luxury accommodations all around the world.

27. Specifically, Plaintiff was told that saving her points would allow her to travel to Hawaii without paying any additional fees, but this was a fabrication (see ¶25 above; also see, ¶31 and ¶37-38 below).

Maintenance Fees, Extra Costs, and Discovery of RCI Ownership

28. Plaintiff's maintenance fees have gone up 400% since she originally purchased a timeshare with Wyndham.

29. Plaintiff did not discover her points could not be saved without having to pay an additional cost, until she was saving up points for a trip and [unsuccessfully] tried to do so.

30. However, Defendant's customer service reps [despite the fact that RCI is one and the same as Defendant Wyndham], eventually told her it was not possible at all to do so.

31. Even if she were to use all her points, Plaintiff still did not have enough to book the trip to Hawaii without paying a huge amount of extra money out of pocket, contrary to what the Wyndham representative told her at the time of the 2018 upgrade purchase.

32. Though the Wyndham representative promised the upgrade would make it easier to secure accommodations, and much faster, Plaintiff still had to plan at least a year in advance when booking a trip, and nothing she desired was available.

33. This was all highly deceptive, as Plaintiff was not told Wyndham created RCI and directs and controls its decisions on bookings, and this discovery was not until 2018 with the assistance of the Plaintiff's attorney.

34. Plaintiff was prevented from making use of the timeshare because of acts that Wyndham blames on the booking company, "RCI" regarding extra booking costs, lack of availability, and low quality of accommodations available, however, all of this is attributable to *Defendant's own hand*, as the 2018 discovery through her lawyer of RCI's creation and control by Wyndham enlightened the Plaintiff.

Contract Signing

35. A non-attorney Wyndham employee took a large amount of paperwork and summarized the Contract's legal terms for Plaintiff.

36. The same employee failed to provide Plaintiff with the full Contract when Plaintiff requested a copy after the signing.

37. During the signing, the Wyndham representative claimed that the Plaintiff would be able to easily travel to destination locations like Hawaii or Europe, free of charge, by just signing the Contract.

38. However, in practice, the Plaintiff could not book hotel accommodations in Hawaii without paying substantial fees.

39. Plaintiff felt pressured to sign (and was not given time or a copy to review the Contract) because the Wyndham representative claimed she was buying at a major discount which would not be available unless she signed now.

Successor Liability

40. Wyndham staff told Plaintiff she could place the interest into her Trust for the benefit of her children (to be named as the asset's Beneficiaries).

41. Wyndham representatives' claims that Plaintiff was purchasing below market value and that the value of points was increasing convinced Plaintiff that the timeshare was an asset, not an obligation (i.e. pure debt).

42. Plaintiff signed completely unaware that this Contract would automatically bind her children and future descendants to ever-increasing maintenance fees under the “successors” clause buried in the Contract’s legalese.

43. Plaintiff recalls that Defendant’s staff told her she “can” put it in her Living Trust as she may want, and not that her children *had to do* anything.

44. The truth of the Contract clause to obligate her Children and future generations was not discovered until Plaintiff’s lawyer pointed it out in 2018.

45. Plaintiff would not have signed if Wyndham staff had told her about this vital contract term at the point-of-sale.

Public Offering Statement

46. Wyndham staff failed to provide Plaintiff with a Public Offering Statement (POS) or time to review such a statement prior to discussions with the Wyndham sales representative regarding the timeshare and/or prior to signing.

47. In fact, Plaintiff was not provided a Public Offering Statement at all, because the Plaintiff had requested copies of all the contract documents, but she was only given limited documents instead.

48. Therefore, the discovery through her legal counsel of the Defendant Wyndham’s surreptitious hiding and failure to follow lawful mandates regarding the Public Offering Statement’s consumer disclosures (which likely would have prevented the sale completely), was in 2018.

Cost per Use

49. Plaintiff was told she was buying below market prices at a *rate from 10 years prior* and as such it was far below the current market value because of substantial appreciation.

50. Plaintiff paid-off the timeshare and upgrades early, including the most recent upgrade because she was deceived as to the asset value and leaving it for her children *free & clear*.

51. Since the upgrade, Plaintiff has used the timeshare 4 times, and that cost her the initial high-interest payments, plus about \$20,000 (the pay-off) and all the fees which are exorbitant (from maintenance at about \$200 per month which is \$2,640 annually, plus “local hotel” and “cleaning fees” for a Wyndham “owner”), along with other booking and points banking fees, totaling possibly [subject to discovery from Defendant] over **\$50,000** in payments made and obligations owed in a 10 year period since the upgrade.

52. Accordingly, with the Plaintiff’s use-rate she pays about \$12,000 per week divided over the years that she could use the timeshare before she discovered the fraud of value, deceptions concerning RCI ownership, and the lack of providing the Public Offering Statement disclosure, all in 2018, and other non-negotiable features, particularly the liability to her children with the Contract’s “successors” clause.

53. As a result, the \$12,000 per week (6 nights) she paid was \$2,000 per night, that even for a \$200/night room online, would be **1000%** more than the public pays online because she is a Wyndham “owner”.

Renea & Daryl Bartholomeo

1. Renea and Daryl Bartholomeo (collectively, “the Bartholomeos” or “Plaintiffs”) are residents of Oklahoma. They signed their upgrade contract in 2017 while they were vacationing in New York City. They had already spent about \$80,000 on their original purchase plus and additional 3 upgrades, and this 4th upgrade that was a novation contract which added over \$25,000 more in a high-interest mortgage, along with increased maintenance fees.

2. The Bartholomeos were with their 13-year-old who they were told would benefit from easy vacationing and low costs of this valuable and rare New York real estate, as promised at the presentation by “Destiny Edwards” (rep.) and manager, “David Turner”.

3. However, it was later discovered as just valueless points that the Plaintiffs had huge difficulties in booking.

Sales Presentation

4. The Bartholomeos and their son spent almost seven (7) hours at the Wyndham sales presentation, and Destiny (who said she was buying in NY as soon as they allowed employees to buy there) and David kept repeatedly pushing the NY timeshare as 1 of a kind and very valuable.

5. However, the Plaintiffs were unaware that the actual Contract signed, did not contain the promises that were made during the 7 hours of sales.

Resale Value

6. The timeshare’s status as exclusive New York real estate meant Plaintiffs could profitably sell the property in the future, as Defendant Wyndham’s staff repeatedly emphasized.

7. Wyndham staff claimed the value of the property would financially benefit Plaintiffs' family in the future.

Exclusive New York Real Estate

8. Wyndham's employee said Wyndham owned the only timeshare in New York, explaining how it meant Plaintiffs had a sure way of selling this timeshare for a profit.

9. Wyndham staff went on to state that Plaintiffs were purchasing an interest in limited quantity, New York real estate, for well below the market price.

10. Future resale of Plaintiffs' timeshare would be easy and profitable, according to Wyndham's staff. However, the Plaintiffs recently discovered that the Wyndham timeshare has no market value, whatsoever.

Australia Getaway – False Promises

11. After Plaintiffs mentioned an upcoming trip to Australia, the Wyndham manager (David Turner) promised an additional night would be added to the trip if Plaintiffs signed that day.

12. Plaintiffs signed, but Wyndham failed to provide the additional day in Australia promised at the presentation.

13. As a result, the Plaintiffs had to spend 3 years of their points on that Australia trip.

Use – Quality of Rooms

14. Wyndham representatives claimed they had a new website, but it was later discovered that it goes down frequently and provides no better availability or access.

15. With the additional points granted by the upgrade, and particularly, the rare New York City timeshare (claimed as the only one), Wyndham staff said it would provide Plaintiffs increased trading power and better access to quality vacations.
16. After signing, Plaintiffs still had the same difficulty booking vacations as promised and described by Wyndham staff at the point-of-sale.
17. When Plaintiffs booked a trip to New York, they found their accommodations to be in poor condition, quite unlike what was promised at the point-of-sale.
18. The actual room booked in New York was not in NY City, NY, but rather, was in the Poconos, NY.
19. The room booked was described by Plaintiffs as, “nasty” with a strong stench of poorly cleaned nursing home.
20. Similarly, dirty and moldy conditions at their Wyndham accommodations in Australia forced Plaintiffs to switch rooms 3 times.
21. Plaintiffs’ son contracted an ear infection by the end of their stay in Australia, most likely due to the inferior and unsanitary lodging provided by Wyndham.

Maintenance Fees

22. Wyndham employees told Plaintiffs that maintenance fees would only increase by 1% or less per year when explaining how annual fees would stay low.
23. However, later substantial fee increases proved this 1% maximum increase to be completely false.

24. Wyndham staff convinced Plaintiffs to sign up for a Wyndham credit card, falsely claiming a dollar-of-use-to-bonus-ratio that was heavily inflated so that the card bonus program would appear to cover all maintenance fee costs.

25. Later discovery showed they only got 2 points per dollar spent and 10,000 points produced only \$50 in maintenance fees offset.

Contract Signing – Real Estate Licensure

26. A Wyndham employee, “Michelle Lopez” summarized the Contract’s legal terms for the Plaintiffs, claiming she was as a Licensed Real Estate Agent and Notary.

27. However, if Mr. Lopez was a licensed Real Estate Agent, therefore he violated his Professional License Duties, to the extent that his License should absolutely be revoked by the state.

28. There were supposed technical difficulties that delayed the actual signing, however, the closing was videotaped by Defendant Wyndham, so that record is presumably preserved in its entirety for use in this case.

Successor Liability

29. Wyndham employees did not explain to Plaintiffs the significance of the Contract’s successor liability clause.

30. Wyndham staff failed to mention that after death, timeshare debt (not the “valuable real estate asset” that was described), would automatically be levied upon the Plaintiffs’ son in the future as a result of the successor liability clause.

31. Wyndham staff also said that the Plaintiffs would be securing free use for future grandchildren and their son's vacations for life.

32. Plaintiffs were shocked upon learning about automatic liability hidden in the Contract.

33. Accordingly, the Plaintiffs never would have signed any of the contracts, if Wyndham staff, including Wyndham's Management who promoted this was a *legacy asset*, ever mentioned this financial burden to their family at the point-of-sale.

Public Offering Statement

34. Defendant's staff did not provide the Plaintiffs with a Public Offering Statement and time to read it prior to the presentation, nor prior to the signing of the Contract.

Cost per Use

35. Plaintiffs have already by their calculations, paid \$91,522.60 to Wyndham and currently have a balance of about \$26,000, that along with fees would have been an additional estimated obligation over the 9 remaining years of the mortgage of about \$64,000 (but they stopped paying due to the discovery of the Defendants' Fraud).

36. And while paying over \$90,000 and even after the final upgrade with about another \$65,000 more in payments and obligations, the Plaintiffs are forced to endure artificial restrictions that are imposed by "RCI" (Wyndham's clandestine subsidiary creation), from advanced booking requirements up to 11 months out, and incessive claims of "no availability" that are absurd when compared to all of the online booking companies which have total access and availability on the same day, at the exact same hotels and resorts promised to the Plaintiffs herein to have priority in bookings, because they are Wyndham "Owners".

37. Along with the additional obligations since the 4th upgrade, plus the amount already paid, the financial totals for the Plaintiffs are approximately **\$155,000**.

38. Plaintiffs over the years used this 4-time upgraded timeshare multiple times, but there was a heavy cost of a huge financial investment, which meant it was about \$1,200 per night.

39. For this substantial amount of payments and future obligations, the Plaintiffs were still relegated to *sub-par hotel rooms* that are probably about \$150 a night on average for a direct booking or AAA or other discount weekly rate, or as often may be the case, just booked online.

40. Wyndham/RCI orchestrated an overall *frustration of purpose* strategy that was an integral part of an ongoing fraud design to promise to correct prior use defects, which Wyndham/RCI purposefully created in order to set up the need for the next upgrade.

41. The rate for these subpar rooms, despite vast expenditures and commitments, could be as high as **800%** more than the public pays to book online.

42. But the public just views, selects and pays in a matter of minutes if you know what you want; however, these Plaintiffs were subjected to the tortures of RCI booking restrictions, and Wyndham's high pressure sales tactics, along with the immense stress of financial fraud involving about \$155,000, all of which has caused a greater tragedy, if such can be imaginable, where a multibillion dollar resort has contractually entrapped the teenage boy of these loving parents into an eternal, ever-rising financial bondage, which is a result that appears highly *Unconscionable* and worthy of Contract Rescission.

Diedra Booker

1. Diedra Booker (73) was an American Airlines flight attendant for 35 years (the “Plaintiff” herein), and she originally purchased a timeshare through Wyndham in 2002.
2. Since purchasing the original timeshare, Plaintiff has upgraded three times. The most recent upgrade was while she was vacationing in Nevada in 2013.
3. Plaintiff was told she was purchasing valuable points as an investment, and they would also permit her to vacation all over the world, whenever she desired.
4. In September 2016 with the assistance of her lawyer, the Plaintiff discovered: (1) that the market resale value was not as Wyndham had promised and the timeshare was essentially not salable, and again in 2019, with the assistance of her litigation counsel she learned two more mistruths, (2) that her siblings would be obligated upon her demise to assume the Maintenance Fee obligations under her contract (and thereafter, possibly her nieces and her nephews); and, (3) that the entity “RCI” which made rules and restrictions that were required for all her upgrades and the lack of promised use rights, was one in the same as “Wyndham” created and controlled “RCI” from its inception.

Upgrade Sales Presentations and RCI Use Restrictions

5. Plaintiff originally purchased a vacation ownership with Wyndham in 2002 after being invited to a presentation while at a county fair.
6. On multiple occasions when Plaintiff tried to book vacations that she was promised by Wyndham, she was told by RCI that she had too few points and needed to upgrade.

7. During the last upgrade presentation, Wyndham sales staff told Plaintiff that with the extra points in her upgrade package, she could pay for airfare.
8. Unfortunately, in the years that followed this promise proved to be false.
9. Wyndham staff did not disclose that only a certain amount of points could be used to pay for airfare, and that amount wouldn't cover the cost of the ticket.
10. In addition, the airfare deal only happened once a year, without warning, and only lasted a few moments. If you weren't on the computer at the time you would easily miss it, so it took years for the discovery that this was an illusory promise that probably is never fulfilled.
11. Wyndham representatives enticed Plaintiff with vacations to 5-star resorts like the one in Fiji and other exotic locations all over the world that were exclusive, member only, 5-star resorts.
12. However, years later the Plaintiff found out that those trips required extra fees to RCI membership that were not covered by the upgrade, and it wasn't until 2019 through the assistance of Plaintiff's litigation counsel, that the Plaintiff discovered even if she paid the extra fees to RCI she never would have received the 5-star Fiji resort or other specifically promised 5-star hotels that Wyndham reps used to get her to enter into the upgrade contracts.
13. Plaintiff was told that she would have no problem booking and that since she was an owner, there would always be availability at any of the Wyndham resorts, but again over the years it was determined that this availability was just another illusory promise.

Predatory Lending

14. Since purchasing the timeshare in 2003, Plaintiff has struggled to book the vacations she desires, often being told by RCI that she has too few points to book.

15. Wyndham representatives assured Plaintiff with each upgrade that the timeshare was valuable now and would only go up in value in the future.

16. As a result, Plaintiff has upgraded three times, but they did not solve the problem.

Value - Resale

17. The Plaintiff was always told that her timeshare would turn into an “asset” to resell for her retirement or to bequeath to her nieces and nephews as she may choose in her Will.

18. However, in September 2016, the Plaintiff learned that her timeshare would not sell for a big profit, and it would not even sell for \$1.00 on eBay.

Use- Bookings

19. The Plaintiff was told when she signed up, and again with each upgrade, that it’s easy to book rooms and she could do so anytime, anywhere.

20. When trying to book vacations the Plaintiff often ran into an array of various road-blocks, from there was nothing available, or she had just too few points.

21. To have any hope of using her points, Plaintiff was required to book 6-12 months out.

22. Even with advance booking Plaintiff was never able to take the vacation to DC she desired.

23. In the 14 years of ownership, Plaintiff has only been able to use her membership 6 times.

24. While the Plaintiff has been able to book some vacations, they were frequently not at the exact location or time she desired.

25. And these booked rooms involved a number of months of advance booking and often involved the purchasing of additional points.

RCI's Clandestine Role – Frustration of Purpose

26. The role of “RCI was created by Defendant Wyndham to do exactly what it did to this Plaintiff.

27. Plaintiff herein was unable to book through “RCI”, the specified destinations she was promised by Wyndham (Fiji and other worldwide desirable locations that she was specifically promised and discussed in detail with Wyndham), nor the quality of accommodations that Wyndham promised (5-star resorts and hotels), even though these promises were promised by *itself*, in that Wyndham created and controlled RCI, despite its claims to the Plaintiff that RCI was a third-party booking company.

28. RCI imposed artificial advanced booking requirements upon the Plaintiff (up to 11 months).

29. RCI imposed an impossible reservation window on the Plaintiff’s promised airfare (see ¶10 above) reducing its own [as Wyndham] inducement to purchase, to its bare essence as an illusory promise.

30. RCI’s acts [which are Wyndham’s own acts] prevented the Plaintiff from use bookings [as promised] to the point where tens of thousands in financial commitments (with interest and increased fees) was required, via *upgrades*, in order to book rooms that should have been available as a preexisting duties of the Defendants.

31. RCI [Wyndham] frustrated the ability of the Plaintiff's *use* in a *use rights* contract, to the point of denial of *use* leaving the Plaintiff herein no choice but to spend tens of thousands more, not only to vacation, but also to protect the claimed "investment" return of her claimed "asset".

32. Thus in the end, RCI's clandestine role was more than cutting down the delivery of promised services (i.e. minimizing costs) it was actively creating new revenue streams for itself [as Wyndham] through fabricating the impetus for upgrades.

33. Assuming RCI's role as a wholly owned subsidiary of Wyndham, that makes Wyndham liable to the Plaintiff for the facts herein that are fraudulent that were committed *inter alia* by RCI.

34. If Wyndham is to claim that RCI is a true third party, even though they both are located at the exact same address in the Wyndham corporate headquarters at 6277 Sea Harbor Drive, Orlando, Florida 32821, that separation would make the Plaintiff's facts applicable to RICO Act violations of two conspirators using fraudulent means to obtain monies.

35. In either case, Wyndham and RCI or Wyndham/RCI committed fraud against the Plaintiff herein, and the discovery of that fraud was not until revelation of the relationship between RCI and Wyndham made by Plaintiff's litigation counsel in 2019.

Extra Costs and Fees

36. When the Plaintiff originally bought her timeshare in 2002, the Maintenance fees were \$498 a year.

37. The fees have now increased drastically to \$2,130 per year.

Contract Signing

38. During the most recent meeting, the Plaintiff was subjected to a 2-hour presentation.

39. This presentation was followed by a quick, fast paced, 10-minute race to sign all the documents presented to her.

40. The Wyndham representative directed Plaintiff to sign or initial in the appropriate areas while denying her any time to read the documents.

41. The Wyndham contract closer offered general explanations and brief summaries as to the contract documents that the Plaintiff was signing, but those interpretations were false.

Successor Liability

42. The Plaintiff was told that she could consider this membership as an “asset” for her future that she could sell or freely leave to any family member (like a niece or nephew) of her choosing.

43. The Wyndham staff never mentioned the rising maintenance fees, or that the debt could be forced upon the Plaintiff’s siblings after her demise.

44. Plaintiff is sure she never would have signed any of the contracts (the original contract or any of the upgrades) if it had been disclosed that there was any debt liability, whatsoever, that could in any way be transferred without her consent to her siblings.

Public Offering Statement

45. The Plaintiff does not recall ever receiving a Public Offering Statement.

46. Plaintiff is sure she was never afforded the opportunity to read anything before or while signing the contract, including a Public Offering statement.

47. Plaintiff's discovery of the violations concerning the Public Offering Statement was made through litigation counsel in 2019.

Cost per use

48. Plaintiff signed up for the timeshare because she was assured it was a good investment and long-term asset, along with the expectation of being able to travel with ease.

49. Instead, Plaintiff has had to buy numerous upgrades simply to take the vacations promised.

50. Plaintiff is older and unable to travel frequently or jump through the required RCI hoops to be able to take the vacations.

51. In addition, this ownership has unnecessarily cut into Plaintiff's limited budget, causing her to forego basic home repairs and miss payments on other bills.

52. Plaintiff has already paid over \$35,000 through the last upgrade.

53. Assuming over a 10 year Mortgage period the Plaintiff was able to continue her past use of only being able to book every other year, and taking into account the down payment and the cost of her new Mortgage all with high interest, and the rising maintenance fees and other booking costs that the Plaintiff is required to pay as a "member-owner", she would have to pay about approximately \$80,000.

54. This would equate to \$16,000 per week, assuming a 6 night stay each time.

55. This equals a cost of \$2,666 per night which for an online booking for a fairly decent hotel at \$175 per night is approximately 1500% more per night that it would cost the Plaintiff as a Wyndham owner/member.

56. And, this is available to non-Wyndham owners (i.e. the public) booking online every day with minimal effort, and a vast amount of choices.

57. Conversely, for the Plaintiff herein, booking sometimes required upgrades, costing this Wyndham owner between \$9,000 and \$12,000 per upgrade.

58. As a result, this Wyndham “owner” had to pay about 15 times the amount of money to get a drastically restricted booking procedure when compared to simply choosing a hotel and paying, as is the process on websites having the same inventory the Plaintiff could only get with maximum wait time and a great deal of effort.

59. Additionally, the public booking online could get hotels and resorts that, although promised to garner tens of thousands of dollars from the Plaintiff through upgrades, were in actual practice “not available” when Plaintiff attempted to book through “RCI” (Defendant Wyndham’s clandestine creation).

60. Accordingly, such a result appears to be both unlawful and *Unconscionable*.

Janice Degeus and Nancy Johnson

1. Janice Degeus (67) and Nancy Johnson (63) are sisters who are Utah residents (the “Plaintiffs” herein) that originally purchased a timeshare with Worldmark by Wyndham in 2006 (and upgraded in 2017).
2. While vacationing at their home resort in California in 2017, Plaintiffs felt repeatedly “hounded” to upgrade throughout their stay. Plaintiffs finally signed up for an “Owners meeting” and were pressured into purchasing a 2017 upgrade.
3. However, in 2018 through 2019, Plaintiffs had evolving revelations of mistruths at the 2017 point-of-sale, where the Plaintiffs began to discover that they were victims of fraudulent promises that were later proven to be untrue.

Upgrade Sales Presentation

4. The day after checking into their hotel, the Plaintiffs were aggressively told that they needed to attend a “short” Owner’s Meeting, and they resisted but were pursued for multiple days saying they must attend to be sure their children received this valuable asset, so they agreed to a short meeting.
5. Unfortunately, the “short” meeting was long and Plaintiffs were subjected to a high pressure 3-hour presentation, depriving them of valuable vacation time with their family to get to Disneyland (hours away).
6. The 3 hours of aggressive sales tactics were exhausting the Plaintiffs to the point where they had to sign just to get out of there, and get their grandchildren to Disneyland.

7. Upon arriving, Plaintiffs were told to turn off their smart phones and they were placed on a separate table by a Wyndham representative.
8. Throughout the presentation Plaintiffs expressed their disinterest and reluctance to buy any upgrade.
9. Plaintiffs told Wyndham staff they couldn't afford to upgrade and weren't happy with their current ownership.
10. With each refusal Wyndham staff would return with explanations as to how the upgrade would solve all their problems and sometimes offered a lower price.
11. Wyndham staff assured Plaintiffs that with the upgrade Plaintiffs would be able to book cruises and get airline tickets included with their points.
12. Wyndham sales representative "Ryan" told the Plaintiffs that the new upgrade would provide enough points to equate to an extra week of vacationing every year.
13. Wyndham sales representatives never disclosed to Plaintiffs the high fees that are part of the upgrade that the Plaintiffs would be required to pay each year.

Predatory Sales Practices

14. Plaintiffs were told that this was a great opportunity for vacations with Worldmark by Wyndham and because of the upgrade they were assured to have a "valuable asset" for their children to inherit someday.
15. Despite the good deal, the Plaintiffs still conveyed their disinterest in buying any sort of upgrade multiple times over the course of many hours, and each time the representatives would

come and tag-team them with fast-talking explanations of more features in a very high-pressure fashion, which exhausted and wore down the Plaintiffs' attempts at resistance and in the end they gave-in to the pressure.

16. When the Plaintiffs continued to assert they couldn't afford the upgrade because they had no money for the down payment and they both were on limited incomes, the Wyndham staff aggressively said *don't worry about the costs* because there were PayPal and Visa accounts that could cover it.

17. Wyndham [falsely] told the Plaintiffs that *Visa rewards* would pay for the first 6 months of payments.

18. However, Plaintiffs did not accept either financing option and when money came up again, only a new Mortgage was discussed after that point.

19. Plaintiffs did not know that since the reps *simply mentioned* the payment options, that meant Wyndham would automatically open PayPal and Visa accounts in the Plaintiffs' names.

20. In the end, reps had signed the Plaintiffs up for a \$6,000 PayPal account and a \$5,000 Wyndham Visa (Barclays Bank on the back in fine print) without any authorization.

21. Thus, without Plaintiffs' consent or understanding, Wyndham reps unlawfully opened a PayPal account and a Worldmark Visa account by means of *Wire Fraud*.

22. Plaintiffs were tricked and were unable to understand the debt Wyndham representatives were signing them up for at the time, and as such were vulnerable.

23. Wyndham for some time after the upgrade, sought to keep victimizing the Plaintiffs, and continued with *multiple* phone calls *per day* to the Plaintiffs urging them to upgrade again.

Value – Costs, Resale and Rental

24. When Plaintiffs purchased their membership their maintenance fees were approximately \$75 a month, \$900 annually.

25. In the 13 years since owning the timeshare, their maintenance fees have risen (drastically with the 2017 upgrade) to over \$300 per month, \$3,600 annually.

26. Despite questions, Wyndham representatives did not disclose any maintenance fee increases to Plaintiffs at the time of the 2017 upgrade purchase, and the discovery of this very substantial increase was not until late 2017 with the Plaintiffs' maintenance fee bill.

27. The Wyndham representatives, including Management, assured the Plaintiffs that they were getting a great deal, below market value, so it was only available for that day.

28. The representatives also led the Plaintiffs to believe that should they ever change their mind and wish to get out of the upgraded Contract it would be "easy to sell" because the resorts and hotels they would be staying at had "exclusive use by Worldmark Owners" that is highly desirable to purchasers, so it would always sell very rapidly.

29. And since the Plaintiffs were paying well under market value, such a sale would make them a good profit too, with the staff, including Wyndham Management, consistently stressing that this was an *investment* that far outweighed the costs because the Plaintiffs' prices were *grandfathered-in*, and the Plaintiffs could always just call to Wyndham and get back *at least* what they put in.

30. When Plaintiffs called Wyndham and attempted to sell their timeshare back, Wyndham representatives gave them such a low offer, it amounted to pennies on the dollar, but even that

offer is thought to be a deception because the Plaintiffs were required to pay-off the Mortgage first, where this has happened to other Wyndham owners and they still were not let out.

31. Plaintiffs were told that now that they would have extra points with the 2017 upgrade, with so many points left over that they could easily rent out their extra points and get annual income as a result.

32. However, Plaintiffs attempted to rent their timeshare points several times and were never successful.

Use - Bookings

33. The Plaintiffs were reluctant to sign up for a timeshare upgrade since they weren't sure it would give them the vacations they wanted or that they could afford it.

34. However, there was literally hours of continued reassurance from Wyndham Managers that began to wear them down, like luxury accommodations at their disposal whenever and wherever they desired to travel.

35. These destinations were all 5-star accommodations, in exotic locations like Fiji and Hawaii, and were available at no extra cost just by buying the 2017 upgrade.

36. Wyndham representatives assured Plaintiffs that the points could cover not only the room, or cruises if they wanted, but also the cost of airline tickets too.

37. Unfortunately, the Plaintiffs learned much later that the easy international travel they were promised, would barely cover of a downgraded room cost, and ultimately there was no availability in the specific places they were promised (see ¶34), even when attempting to book many months in advance.

38. The only use since the upgrade was far from: *up to 2 weeks in a 5-star international hotel* (or included airfare) as promised, as it was in Midway, Utah only for a couple nights for a double occupancy.

39. Plaintiffs were sold an immaculate vacation experience that they could use with ease and peace of mind, but in reality, their tens of thousands in obligations for an “upgrade” was a *downgrade* to set them up for another upgrade (see ¶22).

40. In reality, Plaintiffs are elderly and unable to put up with the headaches of the highly restrictive [illusory] booking windows imposed that were used by RCI in their particular case, and they are devastated by all the false promises, particularly with the lies about optional inheritance used to entrap their family.

41. While staying at the Midway, Utah hotel that they managed to book, Plaintiffs also discovered that the promises of “exclusivity” were false. The hotel was packed with people who had booked on Travelocity and other online sites and clearly were not Worldmark owners.

Contract Signing

42. After 3 hours of high-pressure sales tactics the Plaintiffs agreed to purchase the upgrade.

43. Nanette Haye, a [non-lawyer] Quality Assurance Officer, rapidly interrupted the contract terms and prompted the Plaintiffs where to sign on the Contract.

44. Within minutes of agreeing to the purchase (that took a relentless 3 hours), the Plaintiffs were rushed through the entire Contract, with cursory explanations of all the terms and directives of where to sign in a matter of minutes.

45. Nanette controlled the flow of the documents throughout the process and didn't allow the Plaintiffs any time to read the documents on their own.

46. She kept saying, you talked about this with Ryan so I won't go over that, just sign here.

47. Plaintiffs were not given time to read the Contract's content on their own, and were not given adequate time alone to discuss their situation.

48. The next day, while trying again to get their grandchildren to Disneyland, Nanette approached Plaintiffs at their condo when they were heading out the door.

49. Plaintiffs were again hurriedly told to sign a stack of documents with minimal explanations and prompted where to sign.

50. Plaintiffs have no idea what they signed, but it is suspected that buried in the paperwork were about the undisclosed PayPal and credit card (see ¶16-20 above).

Successor Liability

51. The Wyndham representatives told the Plaintiffs the timeshare was a good investment with resale value that they "could" leave to any of their children in the sisters' Wills.

52. Plaintiffs were never told that under the Contract's "successors" clause, their children would be automatically liable upon the Plaintiffs' demise for any Mortgages, future fees and costs of the timeshare.

53. The successor clause was buried in legalese that no lay person would recognize as binding their children and successive generations to ever-rising maintenance fees.

54. Had the Plaintiffs known that their children and future generations of family members could be held jointly & severally liable for ever-rising maintenance fees, forever into the future, they never would have signed the Contract documents.

Public Offering Statement

55. Plaintiffs didn't recall ever getting, and cannot find in their Contract documents anything to do with a Public Offering Statement.

56. And the Plaintiffs certainly were not provided an opportunity to read a Public Offering Statement at any time prior to the signing of the Contract.

Cost per Use

57. In the 2 years since the upgrade, Plaintiffs could only book 1 average Midway, Utah room for 2 nights.

58. This is definitely not the two weeks at high-end, exclusive international destination resorts (like Fiji...), as promised.

59. Plaintiffs have now discovered that the general public online has better availability than Worldmark "owners".

60. In essence, the Plaintiffs investment in the timeshare ownership was without any financial benefit to booking online and was actually far less bookable and cost tens of thousands more than if they had never been "Worldmark Owners".

61. At the Plaintiffs' current use rate since the upgrade, factored over the next 10 years, while taking into consideration the PayPal and Visa deceptively used additional payments to

Wyndham, along with their current mortgage, and the maintenance fee that grew by 400% and will continue to rise, the Plaintiffs would have been paying a total cost of approximately \$95,000 over 10 years.

62. At their current use rate or 2 nights in 2 years, that amounts to about \$4,750 per night.

63. Thus, the public can book a room online with vast selections, and in 1 day (versus up to 11 months in advance or trying to fit into an illusory booking window without availability, as these Plaintiffs were asked to attempt), while these Worldmark by Wyndham “Owners” must pay as much as 3000% more than the general public, which appears to be a highly *Unconscionable* result.

Ashley and Alan Dixon

1. Ashley and Alan Dixon (“Plaintiffs” herein) are Washington state residents who purchased a timeshare in Las Vegas, Nevada through Wyndham Resorts in December 2018.

2. This young couple was deprived the use of their cell phone, refused bathroom breaks for the hours of sales activity, and ultimately became victims of Wire Fraud (credit card fraud), switched document fraud (electronic/computer), and Fraudulent charges for \$32,000 over the agreed \$18,000 purchase price, that inandofitself was based upon facts of fraudulent concealment and fraudulent inducements.

Sales Presentation

3. Plaintiffs had just arrived for the first time ever in Las Vegas and were walking to check-in at the Luxor Hotel to begin their vacation when they were approached by a Wyndham representative, who they believed because of the deception, to be a staff employee from the Luxor Hotel.

4. The Wyndham representative offered them free dining vouchers for their vacation if they attended a 1 to 2 hours max (before they were to be back for check-in) for a complimentary luncheon and presentation involving saving money on future vacations.

5. Plaintiffs were instructed to get into a vehicle that actually transported them to a Wyndham hotel for a sales process that lasted for over 5 hours.

6. Plaintiffs were told that they needed to fill out a “survey” that was required to get the free dining vouchers, and that survey was probative of income levels, residency and required the provision of a credit card number.

7. This credit card number was later used by Wyndham to make a credit check without the Plaintiffs' consent.
8. Later, during the presentation, Wyndham took their credit card number and expiration and security code, and opened an "Autopay" account, again without the consent of the Plaintiffs.
9. Wyndham staff offered the Plaintiffs a new "Wyndham" credit card (actually Barclays Bank was the creditor in the fine print on the back), but Plaintiffs declined.
10. However by electronic trickery [switched document fraud] the Plaintiffs Contract shows them initialing for 2 Wyndham cards in their names.
11. During this 5-Hour sales ordeal, the Plaintiffs additionally never received their statutory disclosure of a Public Offering Statement.
12. Plaintiffs were shuffled between three different Wyndham different male sales representatives (one of whom was in Wyndham Management), including Eddie Rawelins and John Tsotsoros.
13. Ultimately a contract closer who seemed like a nice lady (called a "Finance Officer", yet did not go over the financing details) named Yasmina Balafrei who ultimately obtained both of the Plaintiffs' signatures on the Contract documents.
14. Inundated with the three tag-teaming Wyndham sales reps, trusting that they were getting the best deal possible, and trusting the promises of the reps including Wynham Management and the kind Financing Officer, the Plaintiffs finally agreed after hours of being worn down to purchase what they were told was a sound investment in real estate and vacation points that were well under their market resale value.

Predatory Lending Practices - Surreptitious Credit Accounts

15. Later on, Plaintiffs received 2 Wyndham [Barclays) credit cards in the mail and called the credit card company to say they had not authorized and in fact they had specifically declined any such credit cards.

16. The true creditor, Barclays Bank, has not withdrawn the cards or waived the Wyndham charges thereupon.

17. In addition to the Wyndham/Barclays credit cards, Mr. Dixon's preexisting credit card was "auto-billed" for the timeshare purchase, which he never authorized (unless it was by trickery of the Wyndham Contract computer program for signing).

Value - Resale

18. Wyndham reps. Repeatedly assured the Plaintiffs that this was a valuable investment and an asset for their portfolio.

19. Reps., including Wyndham management, said they were getting "double the points" and only paying "half" the current market value.

20. It was emphasized that such a special savings would only be good if the Plaintiffs purchased that day, and any other day it would be "double" the price and they would never be offered such a tremendous savings again.

21. Plaintiffs were also enticed with the Wyndham Managers' inclusion if a free week at a Wyndham luxury hotel, even an international hotel, because of a special certificate.

22. The Wyndham Manager explained that this pricing offer and the special certificate were only good for that day because it was the couple's first-time attendance at a promotional sale that was designed for first-time Wyndham ownership purchasers.

23. It was explained by the Wyndham Manager that this program permitted the Plaintiffs to get the "points" for less than they were actually worth on the open market.

24. Wyndham reps., including Management, stated that the points would be very easy to sell in the future, or to rent out to get income when needed it.

25. Wyndham reps. further stated that they could always sell the points to Wyndham Members looking for upgrades who always wanted to buy more points.

Rental Income

26. Plaintiffs were told that renting was a very easy process, and they could get annual income whenever they didn't use their points (see ¶24 above).

27. The Wyndham reps. emphasized that the Plaintiffs could rent the points to pay their annual maintenance fees and a year's mortgage, along with a profit because the rental income would more than cover their annual costs.

28. The Plaintiffs were also told that they could even rent any left over points each year for a smaller amount of income.

Specific Use

29. Wyndham sales staff told Plaintiffs that the timeshare was not only a profitable real estate investment, but also guaranteed way to have cheaper vacations than online options the Plaintiffs

had used before (see facts that overwhelmingly refute this false representation at ¶58 and ¶59 below).

30. Wyndham reps. stated that being a Wyndham Member assured them “more bang for their buck” in booking excellent quality vacations.

31. Wyndham sales reps told Plaintiffs that their 8,000 points would be enough for an 8-day stay every year.

32. Reps also said that it would cost between 500-1,000 points per night for a very well appointed three-bedroom luxury suite.

33. However, later discovery by Plaintiffs from Wyndham (through RCI its secretive subsidiary and/or controlled entity) revealed that it actually costs 3,000 points per night for such accommodations (300% to 600% higher than promised at the point-of-sale).

34. Wyndham sales staff listed luxury hotels and resorts in Hawaii, Australia, Colorado and places all over the world that would be available for 7 to 8 day vacations for the points that the Plaintiffs would own.

35. However, the Plaintiffs later discovered through the booking company “RCI” (Wyndham’s clandestine company), when they attempted to book a vacation that they would also be required to pay a \$200-\$400 nightly fee, plus an additional cleaning fee, despite the fact that they were obligated to pay many thousands of dollars to become Wyndham owners/members.

36. Now, Plaintiffs do not know how they would be able to afford enough points to ever go to the destinations they were promised by Wyndham sales staff, and Wyndham’s promises of deeply discounted airfare and car rentals turned out to be nonexistent.

37. Plaintiffs have come to realize that using their timeshare will cost them grotesquely more than booking a room through an internet booking site (see ¶56- ¶58 below).

Maintenance Fees

38. As for annual maintenance fees, the Plaintiffs were told that those costs would never go up and were fixed throughout the entirety of their Contract and would end after the Contract was fully paid-off.

Contract Signing

39. Plaintiffs were brought out of the clamoring *deal room* to a separate private office where they signed the Contract with a non-lawyer Wyndham staff person contract closer (Yasmina Balafrei), who seemed very pleasurable and caring.

40. Yasmina controlled the process lasting only a matter of minutes of the 5-hour process the Plaintiffs endured.

41. All signing was done on a computer screen that was facing away from Ms. Balafrei and visible to the Plaintiffs.

42. However, Ms. Balafrei (and the Wyndham computer programming) controlled the documents on the screen completely, and only allowed the Plaintiffs to see small portions of the Contract documents.

43. The Wyndham closer would just read the title of the document and answer any questions.

44. The Wyndham closer never covered the main points, nor the true financial obligations contained within the legal terms of the Contract.

45. Ms. Balafrei would just rapidly point to the spot to sign and she would say this is...[a word or two] followed by the comment that the staff had “already gone through this with you,” which was then followed by please sign or initial here on the touchscreen.

46. During the very confusing Contract signing on the computer, Plaintiffs were told to initial next to the credit card section, but were specifically told that it was not a commitment for a credit card authorization.

47. When Plaintiffs were finally able to review all of the documents at home a little over a week later, they then realized that Wyndham had signed each of them up for a new Wyndham credit card (2 cards) that the Plaintiffs had refused (even 1) and certainly never authorized.

48. Such an act constituted *Wire Fraud* under U.S. Code.

Successor Liability

49. Wyndham sales staff told Plaintiffs that this interest was a valuable real estate investment and a portfolio “asset” that the Plaintiffs “could” put in their Will to give to another family member, or to leave any of their children.

50. Wyndham sales reps said that if Plaintiffs signed on that day, and only that day, that the Contract would include a provision so they “could” put it in their Will, but otherwise it would “never go to another family member” and that if they didn’t sign that day, the timeshare would “end in your lifetime” (seen as a penalty given the claims of the asset’s value).

51. Wyndham sales staff never disclosed to Plaintiffs that their timeshare sales Contract to be signed that day, had a “successors” clause that would automatically commit their lines of

succession (all of their children and their grandchildren... jointly and severally) to all future costs and fees.

52. Plaintiffs have stated they never would have signed if they knew this future liability existed.

Public Offering Statement

53. Plaintiffs were not afforded the opportunity to review a Public Offering Statement prior to the many hours of sales presentation, nor prior to signing the Contract (see ¶11 above).

Cost Per Use

54. Plaintiffs have not used their timeshare since their purchase because of the true value and costs of the points per night, rather than the fully paid 8-day luxury 5-star, 3 bedroom vacation stay that they were promised.

55. Plaintiffs' actual timeshare points value only allows them to take a 3-day vacation at most for the promised booking accommodations.

56. If Plaintiffs did book just a 3 day vacation each year for the next 10 years, taking into account the cost of their mortgage with interest, rising maintenance fees, plus the nightly fees and cleaning costs that the Plaintiffs are required to pay, Plaintiffs would pay approximately \$90,000 total or \$9,000 for each 3 days.

57. This cost of \$3000 per day harbors absurd unconscionability that is perhaps as high as **1000%** more per day than what it would cost as a non-Wyndham owner/member (the general public) booking online.

58. Additionally, the hotels and resorts available every day on websites are accessible to any member of the public with minimal effort, and have a vast amount of choices for bookings available for consumers that day (unlike Wyndham's clandestine booking company, RCI, that serves as a blocker to owner/member bookings).

Donna and Eric Fickling

1. Donna (50) and Eric Fickling (52) are Alabama residents (“Plaintiffs” herein) who purchased in 2017; they were told it was “Florida beach real estate” by Wyndham’s staff.
2. Plaintiffs told Wyndham that they couldn’t afford a purchase because Donna was unemployed, but the Wyndham rep. (“Davo”) persistently told the Plaintiffs that they would “make money from this investment in Florida beach property”.

Sales Presentation

3. It started when the Plaintiffs were invited to an “informational meeting” that they believed was a survey in exchange for a gift card.
4. When Plaintiffs discovered they were in a sales presentation, they told Wyndham sales staff that they had no interest in buying a timeshare because they were desperately trying to get out of a timeshare they already owned through Hickory Hills since 2002.
5. The Wyndham sales representative, Davo, promised Plaintiffs that they would be able to exchange their old timeshare for “points” through the Wyndham purchase.
6. Plaintiffs repeatedly said “no” and told Davo they could not afford a down payment for a timeshare nor any additional payments.
7. For 6 Hours Davo did not leave Plaintiffs alone (from 8:30 am until 3 pm), but Plaintiffs finally relented and agreed to sign the Contract based upon: (a) the claimed conversion purchase (by Wyndham) of their old timeshare; (b) claimed profits from this long-term investment;

(c) immediate income from profitable rental return aspects; and as an added bonus, (d) the claim of a system that ensured no annual fees as the artful Davo stated (false inducements).

Predatory Lending – Costs, Value, and Resale

8. Davo said that Wyndham would “convert” the Plaintiffs’ existing/unwanted timeshare [that they could not afford] into Wyndham points.

9. Davo then stated that meant that the Plaintiffs could get out of the whole interest (both timeshares) whenever they chose to, because Wyndham points could be turned in freely at any time in the future [proved to be false in 2018].

10. Davo also said that Wyndham had a good faith policy to take back points because the resort didn’t want owners to be dissatisfied.

11. However, Davo also stated that the Plaintiffs would probably not want to just give them back to Wyndham, because it was valuable “Florida beach real estate” that was worth more than they were paying.

12. The Wyndham rep. explained that this price they were getting was because they couldn’t afford much, and it was below the actual market resale value.

13. Davo said that the couple were buying beach property in Florida and there wasn’t much beach land left, so it was precious and only going up in value, but in actuality, in 2018 it was discovered it is just points, (not real estate) and they are valueless and cannot be resold.

14. Davo told them as “owners” that they could come back to the Florida home resort anytime they wanted with “30 days notice” to reserve their property.
15. And because Florida beach property was so rare and sought after, the Plaintiffs could trade for “the best of the best” hotels and resorts worldwide, and showed the couple pictures of specific luxury accommodations that they could stay at [for no extra money] worldwide.
16. The Plaintiffs still resisted saying they had no money at all to buy the property even if it was a good investment.
17. However, Davo told them he would arrange a Wyndham credit card for the down payment.
18. Even still, the Plaintiffs felt they could not afford another, or any, annual maintenance fee.
19. The Wyndham rep. had another answer for that financial woe, where he stated that by using the Wyndham credit card for some normal purchases they would pay cash for, and then paying it down, they would get rewards points that would pay all of their annual maintenance fees for the points (including their old timeshare that was to be converted to Wyndham points).
20. That meant the Plaintiffs would have zero costs annually (i.e. no fees), so the couple would not have to worry about any costs.
21. Plus the Wyndham rep. said the Plaintiffs would get extra points for signing up for the card, and those points alone would cover their maintenance fees.

22. All of these promises related to converting the existing timeshare, to taking back the points (for either interest), to resale of the Wyndham interest for more than they paid, to offsetting annual fees... all proved over time to be completely false.

23. In the end it was discovered that this couple without money was being sold a high-interest debt with substantial annual fees, and no annual rental income or long-term profits from a resale.

24. Plaintiffs have discovered that no matter how much they put on the Wyndham credit card, it is never enough to even come close to covering their maintenance fees, and they cannot afford the high-interest payments on the card.

25. Contrary to the inducement promises to purchase, the Plaintiffs have no ability to either give-back [to Wyndham] or re-sell the interest.

Rental - Income

26. The Wyndham rep. told the Plaintiffs that they would actually “make money” right away and every year, if they just made this purchase.

27. Davo, an older gentleman who sounded trustworthy, talked about his Wyndham timeshares and how he and his wife were in love and traveling together around the world.

28. And Davo emphasized the investment return annually, as he and his wife earned lots of money from renting every year.

29. Davo explained that it was simple to purchase extra weeks around the world with only 30 days notice and then rent them out for a substantial profit.

30. Davo said that this alone would pay the fees (even if they didn't get the Wyndham card) and all the mortgage payments, along with an extra profit.

31. Davo emphasized repeatedly that because of the rental aspect, they would not want to sell to get the resale profit, because of all of the annual returns of this "profitable investment".

Specific Use

32. Plaintiffs were reluctant to sign up for a new timeshare because of their dissatisfaction with the one they already owned.

33. Wyndham sales representative Davo told Plaintiffs that purchasing a Wyndham timeshare would give them the freedom to travel anywhere they wanted with VIP access and luxurious suites and all they needed to do was book 30 days in advance.

34. Davo told Plaintiffs that having this Wyndham timeshare was like owning their own beachfront property they could come to anytime they wanted.

35. Davo also promised Plaintiffs that Wyndham would help Plaintiffs convert their older timeshare into points to use the combined power as a trade for better vacations worldwide that they could use or sell.

36. When Plaintiffs actually tried to book a vacation, they were told by Wyndham customer service representatives that they needed to book 10 months in advance, and that there was no way to convert their other timeshare due to trade restrictions.

37. Plaintiffs were told that they could deposit their week through RCI but discovered there is a 9 month bank requirement and that they could only bank in September but needed to book in April so it was impossible to spend the week they traded in, so the Plaintiffs have only been able to book two weekend (not week long) vacations at an off-season ski lodge in Tennessee.

Contract Signing

38. Plaintiffs were mentally and physically exhausted after 6 Hours when they in a matter of minutes signed the Contract with the non-lawyer Wyndham rep. that summarized (interpreted) the Contract pages rapidly and advised the Plaintiffs where they needed to sign and initial.

39. Plaintiffs were not given the time to read the Contract content on their own, and they asked to bring it back to their room, but were refused.

Right of Rescission

40. Plaintiffs were extremely concerned about getting stuck in another Contract, but when they were refused the ability to read the Contract back at the room, the rep's refusal did not tell them they already had a statutory rescission period so they would have ample time, already, to review and rescind the Contract.

41. This constituted a block and deception regarding the Plaintiffs' statutory rescission rights mandated by law, and arguably in good faith, such circumvented rights still exist to equitably rescind the Contract.

Successor Liability

42. Davo told Plaintiffs that the timeshare was a "wonderful investment" that was inheritable and they could give this "benefit" to one or more of their daughters.

43. Plaintiffs were never told that under the Contract's "successor" clause, their children would be automatically liable for all future fees and costs of the timeshare.

44. The Plaintiffs have stated that they *absolutely* would not have signed if they knew that their 3 daughters would have been bound to the debt.

Public Offering Statement

45. Plaintiffs didn't recall ever getting and were certainly not provided an opportunity to read a Public Offering Statement prior to the signing of the Contract.

Cost Per Use

46. Plaintiffs were hurting financially at the time of the purchase, and later on they pleaded with Wyndham, but were ruthlessly ignored even though they had relied on the promises made by Wyndham sales staff and the Plaintiffs were deceived and distraught by the blatant deception that occurred.

47. Nevertheless, if Plaintiffs were able to book just an average room for a weekend (2 nights, which is not the promised week at 5-star accommodations worldwide) each year for the next 10 years, comparing the cost to that of an average hotel room in an off-season Tennessee ski town, while taking into consideration the high interest costs on the credit card and their mortgage payments, along with rising maintenance fees, the Plaintiffs would pay a total cost of about \$40,000, or \$4,000 per weekend, or \$2000 per night, which is approximately 700% to 800% higher than the public can book the room online in one day (versus 10 months in advance).

Randy Fisher and Thomas Messer

1. Randy Fisher and Thomas Messer are Ohio residents (“Plaintiffs” herein) who purchased a timeshare with Wyndham in November of 2014.
2. In March 2019, while vacationing in New York, Plaintiffs purchased a property in New York, being told it was very valuable New York property and that it would allow them access to vacations there more easily, as well as eligibility to get a special status of ownership later on.
3. In April 2019, a Wyndham representative called them and offered them that special status to upgrade to *Presidential* status, which would guarantee the Plaintiffs’ ability to book opulent luxury vacations [as was promised, but not received].
4. Plaintiffs were told by Wyndham staff that this *Presidential* upgrade would allow them access to more properties including exclusive (either unavailable or extremely hard to book properties), and the Plaintiffs wouldn’t have to book very far in advance with total flexibility.

Sales Presentation- Upgrades

5. Plaintiffs were vacationing in New York when they were invited to a short “Owner’s Meeting” to learn how to book better vacations.
6. Plaintiffs were approached in the lobby before they could even make it up to their room and offered champagne, chocolates, and a gift card to local restaurants.
7. The next morning Plaintiffs arrived at the sales presentation and remained there for the next few hours.

8. Plaintiffs were hesitant to sign up for just a regular upgrade due to the cost and difficulty that they had booking vacations in the past with their Wyndham Las Vegas “Margaritaville”.
9. When Defendant’s sales representative, “Cherine” learned of the Plaintiffs’ hesitancy she went back to the Wyndham Management office.
10. When Cherine returned she had a newer, better offer for the Plaintiffs.
11. Cherine told the Plaintiffs’ that she could get the them in at the “ground level” of the new New York hotel, and from there, Plaintiffs could be added to an exclusive list for the opportunity to get a *Presidential* status upgrade.
12. Plaintiffs were impressed and greatly desired to own New York property with all the claimed perks for better accommodations that it offered, so they agreed to purchase.
13. Cherine applauded them, telling the Plaintiffs that now they could tell their friends they were “real estate moguls” and “owned property in New York City” that was worth a fortune, but the Plaintiffs would know that they got in on the ground floor below market value.
14. Cherine told them they could have even more availability if they could upgrade to *Presidential* status, but there weren’t any available spots at the time, but they would open up down the road with eligibility available to the New York hotel owners.
15. Plaintiffs were eager to have the luxury and exclusivity of the vacations the rep described, so they agreed to buy the New York “property”, and to put their name on the *Presidential* list.
16. Plaintiffs understood the list as something that would take months for them to exercise that option, but they would be eligible for it down the road when it became available.

17. Mere weeks after returning from their New York vacation, Cherine called the Plaintiffs.
18. Cherine informed them that a single space for the *Presidential* status had come available and they needed to act fast, or lose this amazing opportunity.
19. Cherine told Plaintiffs that they had to purchase a *Presidential* status upgrade, now while it was available, despite the Plaintiffs hesitancy regarding costs, and she scheduled a call with the Plaintiffs to speak with Cherine's boss David Tanner (Wyndham Management) and another gentleman to help facilitate the signing of the documents.
20. Wyndham representatives and Management combined the Plaintiffs' Margaritaville and New York properties together to transfer the combined equity into this prestigious *Presidential* status that would otherwise cost over a half million dollars.

Predatory Sales Practices

21. Throughout the 3-hour sales presentation in March 2019 for the New York "property", the Plaintiffs told representatives that they really shouldn't get an upgrade at that time.
22. Wyndham representative, Cherine told them not to worry and since they were such great people, they could "work a deal for, *3 points*, as reward for every purchase, by getting a new Wyndham credit card and then cancel the, *old*, outdated Wyndham credit card.
23. However, the old [Margaritaville purchase] Wyndham credit card was never cancelled, and Wyndham still opened the new [NY purchase] card, apparently constituting **Wire Fraud**.
24. Plaintiffs were concerned about the rise in maintenance fees, but were told they could pay them with "points" from their new Wyndham credit card, so their costs would be zero.

25. However, it was later discovered that those “points” would only allow them to cover ¼ of the maintenance fee costs because of the credit limit and fine print on the contract.

26. Not only did Plaintiffs leave the March 2019 meeting with two timeshares, but they also left with two Wyndham credit cards, one because of an unauthorized failure to cancel.

27. In April 2019, the Plaintiffs agreed to purchase the *Presidential Membership*.

28. It was a \$540,000 purchase, for two million (2,000,000) points and highly exclusive access and flexibility, but the Wyndham Management merged the Margaritaville, Las Vegas property with the New York property that was supposed to cover the costs.

29. However, even with those two properties applied towards the balance, Plaintiffs were still required to max-out many credit cards and take out a huge Wyndham loan to pay the balance, to the point where Plaintiffs now have a \$250,000 mortgage loan balance with Wyndham.

Value- Resale

30. Plaintiffs were told that they were purchasing an upgrade that would increase the value of their investment exponentially because of the resale value of the elite *Presidential Membership*.

31. Plaintiffs were told by the rep backed by Management, that only a *lucky few owners* were ever given the *Presidential* offer, and they were getting an *unbelievable price from years ago*.

32. Wyndham Management stressed to Plaintiffs that this offer was only available for a limited time, and they needed to act quickly or risk losing it, completely and forever.

33. Plaintiffs were also told that if they ever needed to sell, it would be easy to do so since they now owned the coveted *Presidential Membership*.

34. Wyndham Management informed Plaintiffs that there was always an internal buy-back option if they ever decided they needed out in a hurry.

35. However, Wyndham told the Plaintiffs they wouldn't want to sell it, because it was such an amazing package to be a member of this highly elite level opening their travel options to the most exclusive resorts and hotels worldwide.

36. Wyndham Management and staff constantly assured Plaintiffs that the cost of this *Presidential Membership* upgrade was justified because it would always be a very rare and highly profitable investment that would appreciate in value. Also, Cherine stated that due to new New York City laws, there were no more condos that can be converted as the number remains finite and these types of transactions are infrequent; only occurring when something already in existence comes available.

37. Unfortunately, Plaintiffs recently called Cherine to explain that Plaintiff Thomas Messer would be losing his job and they could no longer afford such a costly membership.

38. At that time, Cherine concisely and clearly told the Plaintiffs that under no circumstances will Wyndham ever buy back their membership.

Rental Income

39. Plaintiffs were told that most of the other Presidential Members rented their units out to pay all their expenses and retain a substantial profit.

40. Due to the exclusive availability and larger booking windows available to Presidential Members, the Plaintiffs could make huge rental income returns off of their membership. Cherine

gave the Plaintiffs an example of another couple that were renting their New York City and other timeshares at a profit and said she would help the Plaintiffs do in kind.

41. Plaintiffs were told that by renting it out on prime dates such as New Year's, Thanksgiving, the U.S. Tennis Open and the New York City Marathon they would be able to easily cover maintenance fees and mortgage payments, and the money leftover would be pure profit.

42. It should be noted, however, that some time later, when the Wyndham rep (Cherine) was told that one of the Plaintiffs would soon be unemployed, she blithely informed them that now the Plaintiffs would now have the large amount of time that it would take to work through the complicated renting process [said to be simple at the point-of-sale].

Use - Bookings

43. The Plaintiffs were reluctant to sign up for the second property (New York) due to the high cost and difficulty booking that they already had.

44. However, after hours of continued reassurance from Wyndham Management that this was an excellent investment, and all previous problems would go away, Plaintiffs were worn down and agreed to purchase the second property in New York.

45. While convincing Plaintiffs that the New York property was necessary, Wyndham staff also planted the seed for the exclusive *Presidential Membership*.

46. When Wyndham called offering the Presidential Membership right after the NY meeting, Plaintiffs were reluctant since it felt too soon to spend more money on the resort.

47. Yet, Plaintiffs didn't want to miss out on this exclusive Presidential Membership that was promised to: (1) allow Plaintiffs through Presidential Member rental privileges to cover costs and profit from their investment; and, (2) allow Plaintiffs to book luxury resorts worldwide including any of the resorts previously denied to them. So with the assistance and guidance of Wyndham Management, the Plaintiffs agreed to the Presidential upgrade.

Contract Signing

48. Once the Plaintiffs had agreed to the Presidential upgrade purchase, the contract signing process only took a matter of minutes.

49. The representative quickly went through the paperwork and controlled the documents.

50. The Plaintiffs were very rushed and overwhelmed, where the entire process was described by Plaintiffs as *an out of body experience* that went by extremely fast, and the Plaintiffs never even got a chance to read any of the documents.

51. Plaintiffs were given rapid-fire cursory explanations of the Contract terms and directives of where to sign very abruptly, all taking just a matter of minutes to sign extensive paperwork.

Successor Liability

52. Wyndham staff did not ever disclose that the Plaintiffs' "successors" (siblings of both Plaintiffs) could be subject to the liability of the \$250,000 mortgage (if Plaintiffs had an unexpected early demise for any reason), and whenever the Plaintiffs would naturally die, their siblings would be subject to rising maintenance fees forever.

53. The "successors clause" was buried in legalese that no lay person would recognize as legal methodology for binding their siblings (the Plaintiffs' have 3 sisters between them) and

future generations to ever-rising maintenance fees as an apparent *Unconscionable* result.

See, Purchase Agreement, General Provisions ¶26.

54. Had the Plaintiffs known that their family members could be held jointly & severally liable for ever-rising maintenance fees, they never would have signed the Contract documents.

55. As a result, without question, no contract would exist today.

Public Offering Statement

56. The Plaintiffs were never given the opportunity to read a Public Offering statement before signing the Contract.

57. Plaintiffs do not recall ever receiving a Public Offering statement, and do not have one in their possession to this day.

Cost per Use

58. In the 5 years of ownership with Wyndham, the Plaintiffs have been able to use their points for approximately 15 nights.

59. Plaintiffs have never stayed in their Margaritaville resort, and have only been to the New York resort when they attended the upgrade meeting (they were staying at the only available choice through RCI, a Ramada hotel).

60. Plaintiffs have used their points as trades to stay in Austin, a Ramada in New York, and a few nights at Wyndham hotels in Ohio while on business trips and those nights were paid using points on Plaintiffs' Wyndham Visa Card.

61. None of these trades were located in the 5-star accommodations and worldwide desirable destinations that were promised.

62. Instead, Plaintiffs were only able to book run-down motel type hotels.

63. The Plaintiffs investment in the timeshare ownership was without any financial benefit to booking online (yet extremely more expensive), and it had many detrimental impediments that booking online could have alleviated.

64. Following Plaintiffs use pattern, it averages about 3 nights a year, however, let's assume the Plaintiffs would be able to book at least a week vacation per year by using their new *Presidential* Membership, and let's assume that week was at a decent hotel or resort as promised (even if it was about \$400/night online for a double occupancy).

65. Assuming Plaintiffs were able to book that week once a year for the next 10 years (doubling their past use rate), while taking into consideration the down payments made on both properties, the 5 years of mortgage and fee payments made on the Margaritaville property, along with the current rising maintenance fees (now at \$900 per month), and the new \$250,000 mortgage (now \$4,500 per month), the Plaintiffs would pay a total cost of about **\$750,000** for the exclusive Presidential Membership for 10 weeks.

66. That amounts to \$75,000 for each 6-night week.

67. That cost is \$12,500 per night, for a decent room for 2 occupants that might book to the public for about \$400 a night (note that none of the Plaintiffs in this entire lawsuit have ever received such a room).

68. Assuming all the positive aspects were true for these Plaintiffs, it still must be noted that the public can book online in 1 day (versus 6 months or more in advance) with optimal selections (versus non-availability and restrictions), which is about **3000%** less money than the Plaintiffs would pay as Wyndham “Owners” that seems to be a very *Unconscionable* result.

Sonia Gryske

1. Sonia Gryske who is now 85-years-old (“Mrs. Gryske”, or the “Plaintiff” herein, or the “couple” herein when referencing the Plaintiff along with her deceased husband), bought a Shell Vacation timeshare (predecessor, corporation to Defendant Wyndham herein) in the 1990’s.
2. Sonia Gryske cannot recall an exact date, however, she is absolutely sure she did not know that her 4 children would be forced to take-on any timeshare related debt such as Maintenance Fees after their death.
3. In 2017 Mrs. Gryske discovered that her timeshare Contract harbored a term for successor liability that was never disclosed by Shell or Wyndham.
4. In 2017 Mrs. Gryske was very surprised by the fact that she could not sell her “deeded investment” for any value.
5. Since she had been told it was a wonderful “investment” which presumably would always have a strong resale value, she realized in 2017 that she was deceived over the years, and she stopped paying the fees at that time.
6. Mrs. Gryske through disclosures made by an Attorney, was shocked and horrified to learn that her timeshare debt would be automatically transferred to her children.
7. The couple had been told that when they paid the timeshare off , it would be “free” for their 4 children after they died, which in 2017, again through the assistance of her Attorney, it was discovered that this was untrue.

Sales Presentation

8. The presentation was privately made to them (Mrs. Gryske and her husband, now deceased) in a 1-on-2 fashion.
9. The husband and wife were transported to another resort for an individual couple presentation.
10. This presentation lasted well longer than they were told and took about 3 hours.
11. Plaintiff and her husband had been staying at another resort in Hawaii, when they were driven [no way back without the resort's transportation] from what was described as a "sister resort" to a new Shell resort that was under construction.
12. The new resort that was being developed was an impressive new Shell resort that looked very extravagant, however, the couple's "home resort" they obtained a "deed" to, they would never actually stay at throughout the ownership.
13. A manager would come in and out of the room where this couple and a few other couples had a private discussion session underway for 3 hours.
14. The salesman and the manager were both adorned in nice Hawaiian wear and were easygoing and congenial.
15. The big sell was that you owned the "property" and had a "deed" to your home resort with access to the beach because you were right on the water.

16. This meant it would always be a rare Hawaii oceanfront and the deed would become a *good investment* that would *appreciate* over the years the longer they held it, so it was kept as a long-term asset for the children to inherit.

17. To add to the enjoyment, there were horses in the area and lots of family-oriented activities at the resort that the couple and their family of 4 children and those siblings' children would benefit from over the years.

18. Mr. & Mrs. Gryske were also very impressed by the units they were shown and were told they would own a deed to this type of unit being built for them.

Value - Resale

19. The timeshare was promoted as Hawaii beachfront that was a good "investment" because Hawaii beachfront properties was getting to be rare.

20. The couple truly believed it was rare Hawaii beachfront property and that after they paid it off, they could hold it as a long-term asset for their family.

Use - Bookings

21. Although use was discussed at the point-of-sale, the bookings were not possible to make.

22. In the end, the timeshare was not used at all (no use).

23. Since the Plaintiff was sold 7 timeshares from different resorts (many of which granted her amicable settlement releases, so she and her family are out of those timeshare interests), Sonia cannot be totally sure if the Shell was never traded, but she thinks it was not.

24. The couple was told if they own one of the Shell family of resorts (recalling they were staying at a “sister resort”), and by purchasing the Shell for sale that day, they would belong to all of the *family of resorts* and could get benefits of activities, pools, beaches, restaurants, etc., at any of the resorts in the *family* .

Contract Signing

25. The closing was very rapid and driven by the control of the paperwork flow.

26. After 3 hours of sales-oriented activity, the closing was accomplished in a matter of minutes to get the couple back to their resort and vacation.

27. What were stated as “important clauses” were pointed out to the couple, however they were never read aloud nor given to the couple to actually read.

28. The Contract was simply summarized very rapidly with abrupt instructions where to sign or initial.

Successor Liability

29. The biggest shock, and unsettling stress to this 85-year-old mother and grandmother, was that she discovered in 2017 that her children could be forced to pay for her timeshare debts.

30. Finding out in 2017 that the Shell timeshare was valueless was indeed disheartening because the Plaintiff had been under the false impression that she was holding on to an *asset* for her children to inherit in her Will.

31. The discovery that there was not only no asset value, but worse still, her children would be obligated to pay for her timeshare debts (at that time she owned 7 before, but some have since been amicably divested, but not Wyndham), was a profound shock to Mrs. Gryske.

32. To learn in 2019 through this litigation that the debt could potentially continue generationally to her grandchildren and beyond, is a horrifying thought, as Mrs. Gryske loves her grandchildren and would never want to harm them.

Public Offering Statement

33. Mrs. Gryske does not know about any Public Offering Statement, and nothing that required reading before they signed the Contract ever occurred, because even the Contract itself was not read (just summarized and signed).

Cost Per Use

34. The cost per use is impossible to determine in this case because there was no use.

35. Thus, it appears the matter was pure profit to Shell and now Wyndham.

36. It would appear heartless to hold that holding this aged Plaintiff to ownership where the devastating discovery of successor liability and multigenerational liability are all contributors to her extreme stress that could promote sickness or even death to this very elderly and frail lady.

37. If Wyndham does not release her now, that act alone appears *unconscionable*, and potentially has consequences other than morality, for legal ramifications.

Jeremy & Jennifer Hausman

1. Jeremy and Jennifer Hausman (collectively, “the Hausmans” or “Plaintiffs”), who are residents of Pennsylvania signed their timeshare contract in 2018.
2. The Hausmans were in the Myrtle Beach, South Carolina at a visitors’ center to see the upcoming attractions when an agent of Wyndham offered them a coupon book (stating everything in the book was 1/4 the price with the coupons), just for attending a breakfast meeting.
3. This “brief breakfast meeting” ended up being a high-pressure sales ordeal that lasted about 9 hours.

Sales Presentation

4. The Plaintiffs drove to South Carolina from Pennsylvania with 2 young children, without knowing the purpose of the breakfast meeting, and arrived after a 12-hour long drive.
5. The presentation started in a large room with many other families, before Wyndham staff took Plaintiffs on a tour of the facilities, and the staff explained that this was a new way to vacation, a new wave of timeshares where owners weren’t locked in and were free to allocate points wherever they wanted.
6. Wyndham’s staff was well-dressed, imparting on Plaintiffs the impression that this was a professional and trustworthy operation.
7. After a 12-hour drive (perfectly staged by Wyndham) Plaintiffs spent nearly 9 hours at a sales presentation, where 4 hours passed before Plaintiffs were shown any numbers. They didn’t have money for the down payment, so reps set up a PayPal account.

8. Plaintiffs had arrived at the presentation that morning with their 7-year-old and 4-year-old, which added to the pressure to the situation, especially after 12 hours on the road.

Value - Resale

9. At the point-of-sale, Plaintiffs were shown a “resale paper” which the staff, including Wyndham Management, claimed to represent the regular resale prices for the points, and thereby showing the “instant value” that the Plaintiffs were receiving.

10. The Plaintiffs were reluctant to commit to a purchase with associated fee costs and mortgage obligations, so the Wyndham staff emphasized repeatedly that this was *instant equity* and *long-term asset appreciation*, and as such, was a valuable purchase investment, and an asset, not just pure debt like other timeshares.

11. And such representations included Defendant’s Management, because managers answered all of the Plaintiffs’ questions with highly persuasive reinforcement of the resale value reinforcing how this was a *no-risk investment* that only would go up in value.

12. In fact, Ross Perry, the sales representative for the Plaintiffs’ presentation, did not know any of the answers to the Plaintiffs’ questions, so he always stood up and got a Wyndham Manager involved to answer, and the Management would then increase the Plaintiffs’ trust factor with reasons why the purchase was a safe and sure investment.

13. When the Plaintiffs pointed out Ross knew nothing to one of the Wyndham’s Managers, the Manager did not even acknowledge the concern that Plaintiffs had raised, as if it was a normal procedure, and then proceeded to build the Plaintiffs’ trust.

14. Wyndham's Management consistently claimed that Plaintiffs were buying at far below market resale value, which was available for only that day.

15. The reason given was due to a one-day only *Father's Day special*, which would create instant additional instant equity value for the Plaintiffs.

Specific Use – Hawaii

16. Wyndham representatives told Plaintiffs their 108,000 points would provide enough points for a variety of locations, including trips to Disneyworld or Hawaii.

17. With specificity to destinations, the Plaintiffs were told that all of the trips shown to Plaintiffs by the Wyndham staff at the presentation would cost less than the amount of points Plaintiffs were purchasing.

18. This meant that nice vacations would finally be within reach of this family of four under Wyndham's program.

19. Plaintiffs were promised by Wyndham Management, very specifically, and repeatedly, that they could finally take that Hawaii trip they could never afford with a family of four that were on limited incomes.

20. Plaintiffs were also told by Wyndham Management that they could get exclusive "weekend getaways" and the Plaintiffs were also promised they would receive bonus points with RCI to book extra trips (all false information).

21. Defendant's Manager referenced a woman who was not wealthy but always wanted to go to Paris, and was able to go to Paris with this same plan.

22. Wyndham's Management and rep. repeatedly said that the Plaintiffs' Hawaii trip could be the same as the other lady's Paris trip.

23. Plaintiffs did not discover the actual usability of the points until they attempted to book the trip to Disney and Plaintiffs discovered that they could not book a week at, or anywhere near Disneyworld.

24. Even by using all of the Plaintiffs' points, the Plaintiffs did not have enough to book a return trip to Myrtle Beach, let alone stay a week in Hawaii or Disneyworld (or the many other specified locations and accommodations), as specifically promised by Defendant Wyndham's staff at the point-of-sale, which was one of the reasons that they were told they were purchasing a "valuable investment".

25. Wyndham Managers claimed all the above use benefits, however, the amount of points that the Defendant actually sold to the Plaintiffs, which Plaintiffs discovered when they were told later on at booking, were only 1/4 the amount necessary to book a week as promised.

26. Even Myrtle Beach (where Plaintiffs had booked online for the week during the time they were lured into Defendant's sales presentation), could not be booked with the purchase of the timeshare points.

27. Even though Plaintiffs were shown many 90,000 point vacations at the point-of-sale, nothing like that was available when they tried themselves.

28. Thus, it was these discoveries by the Plaintiffs that began to make them aware that none of the specified promises given by the Wyndham sales staff and Management were true and that

the Plaintiffs' points could not book any of the destinations and/or accommodations that were promised by Defendant's staff.

29. To date, the cost of accommodations and lack of availability have completely prevented Plaintiffs from making any use of this timeshare, meaning there is no use-value for the many thousands of dollars in obligations.

Maintenance Fees

30. Plaintiffs specifically inquired about any costs or fees with the purchase, but the Defendant failed to tell Plaintiffs that maintenance fees could increase over time, even though that occurs very regularly.

Contract Signing

31. A Wyndham representative who was not a lawyer, summarized (interpreted) the Contract for Plaintiffs, constantly turning pages and preventing Plaintiffs from recognizing key aspects of the agreement.

32. The Wyndham rep. claimed to be a former Baltimore Orioles player, "Chris Waters", which he used to derail any conversations about the important terms in the Contract during the signing which was after 9-hours of intensive sales (including free Champagne), but the signing only lasted a matter of minutes (10-15 minutes) to sign all of the Contract documents.

33. Wyndham staff was constantly by the Plaintiffs' side (never left alone) and prevented Plaintiffs' use of their cell phones and did not provide Plaintiffs with any time to review the Contract's terms on their own, so in the end, the MLB Orioles contract closer went blowing through 30-40 pages without the Plaintiffs knowing what they were signing.

Right to Rescind

34. Plaintiffs specifically asked the rep. and Wyndham's Manager (Ross) if they could get out, and he said it was a policy if you weren't happy, it would be easy to cancel the Contract and that could happen "at any time".

35. Although Defendant's Management was precisely asked about the act of *Rescission* at the point-of-sale, Wyndham's Management failed to explain or mention the known 10-day statutory deadline to rescind the contract.

36. Plaintiffs' attempt to cancel the agreement just 12 days later was rejected by Wyndham staff as untimely, despite Wyndham's Management saying that had an "any time" policy as stated clearly at the point-of-sale, and this *frustration of purpose* and complete circumvention of known statutory mandates, could in good faith, arguably permit a Judicially Recession.

Successor Liability

37. Wyndham staff led Plaintiffs to believe they were purchasing a lifetime of future "vacations for free" [for only a "small" use fee] for the Plaintiffs' children, and to protect this valuable Deeded property, they were part of something like a Homeowners Association.

38. Wyndham staff failed to mention to Plaintiffs that debt liability was known to be able to pass down to those same children as "successors" under the terms of the Contract.

39. Plaintiffs believed representations made by Wyndham staff at the point-of-sale, resulting in the belief that the Wyndham investment was a "valuable asset", that once paid, had free (other than a nominal use fee) vacations for their children and their families, along with valuable resale profits in the end, and not simply a debt obligation for generations to come.

40. Plaintiffs would have immediately declined and left the sales meeting if they had been made aware of the successor liability for family debt obligations under the agreement.

41. Defendant's staff said it was pre-paid vacations for their children, a "life-gift of vacations," where Plaintiffs were led to believe it was a benevolent *legacy*.

42. The reality is that Plaintiffs could not afford the down payment without a PayPal account (see ¶7 above) and they had to get another credit card to pay for this timeshare, which has only grown their debt, without any use, along with multigenerational debt.

Public Offering Statement

43. Defendant's staff did not provide the Plaintiffs with a Public offering Statement to review prior to the presentation, nor prior to signing the contract.

Cost per Use

44. Taking into account high-interest and the rising fees, Plaintiffs may spend over \$60,000 over a 10-year mortgage period for 1/4 the points required to book a room for a week. (See ¶25).

45. This ¼ ratio means booking about 1 week every 4 years, or two-and-a-half-weeks over 10 years, which costs approximately \$24,000 for a room (about \$4,000 per night).

46. And that means to be a Wyndham "owner" (in addition to non-availably and obtuse advanced booking rules imposed by the Defendant's RCI), the Plaintiffs are paying about **2000%** more (20 times more) than the public pays online to book a room for the same day.

Kristine and Jose Hernandez

1. Kristine and Jose Hernandez are Colorado residents (“Plaintiffs” herein) who purchased a timeshare with Worldmark by Wyndham (“Wyndham” herein) in January 2016.
2. In 2017 the Plaintiffs couldn’t book a trip, and in 2018 the Plaintiffs discovered that they were deceived about their promised use rights and extra costs that were specifically denied.
3. They were told it was valuable points they didn’t want to miss out on, but discoveries in 2018 about value and the buy-back program proved prior representations to be false.
4. In 2016, the Plaintiffs were vacationing in Las Vegas, with the purpose of escorting their teenage sons to a concert.
5. While passing time in the casino they were approached by a man who offered them free dinner and a show if they went to the other side of the casino for a “short” presentation.

Sales Presentation

6. When the Plaintiffs went to the other side of the casino they were soon ushered into a van with six other couples to be driven away to a Wyndham property where they were held captive for 4 ½ hours.
7. For two hours the Plaintiffs were unable to use their phones to even communicate to their sons where they were.
8. Upon realizing Jose’s heritage Wyndham staff quickly assigned the Plaintiffs to a Spanish-speaking representative who was able to bond with Jose and assure him that it would be easy to let friends and family use the resort whenever they want.

9. Plaintiffs were repeatedly told by Wyndham staff that they could book travel “anywhere, anytime” and that the fees wouldn’t go up, everything would stay the same.
10. The Plaintiffs were told that the value only goes up over time and they could pass it on to their children.
11. The Plaintiffs were not allowed time to discuss the situation alone or leave the room.
12. Four and a half (4 ½) hours later the Plaintiffs had finally agreed to buy the vacation membership, and because of the deliberative timing by Wyndham staff they only had a rushed amount time to sign and barely made it back in time to escort their sons to the concert (the Plaintiffs were their sons’ Chaperones).
13. After the aggressive sales activity, the Plaintiffs were finally allowed to leave, only after they had a contract signing of a huge amount of paperwork in just a matter of minutes.
14. Plaintiffs were brought into a separate room to sign documents but they were not given any time to read over the papers, as they were briefly told what was on each page.
15. When the Plaintiffs tried to ask questions they were told “don’t worry, just keep signing” you don’t want your sons to miss the Kayne West concert and were quickly redirected back to the papers.

Predatory Sales Practices - Costs, Rental, Value, and Resale

16. Plaintiffs were told that their points would only go up in value and this would be a wise and profitable financial investment.

17. The Plaintiffs tried to resist the purchase, and said “no” multiple times, but then the Wyndham representatives said that Management had an opportunity where the points that they would be getting were “turned in points” from an upgrading owner, so the points were paid down with built-in equity, and because of that their deal was “good for today only”

18. Plaintiffs were told that once the points were fully paid off, “it’s yours to do what you want” (giving the implication that fees would end too).

19. Plaintiffs were also told that this valuable investment asset “could” be passed on to their children in any way they choose.

20. The Plaintiffs were still reluctant to sign up and were wary of rising fees that they asked about multiple times, but were assured that all forms of fees were included in the Maintenance fees and those fees were frozen at the level they start at when they purchased.

21. In fact, between the reps, Wyndhams Management and the Contract closing rep, the Plaintiffs recalling 3 that they asked about ten times if the Maintenance fees would ever go up (sometimes asking if there were “any” other cost as well), and each time they were definitively assured there were no other costs at all beside the Maintenance fees that would never go up.

22. However, in the 3 years of ownership, the Maintenance fees have gone up \$110 per year and there were other undisclosed booking fees, and also “housekeeping fees” that are charged to Wyndham “owners” but not charged to the public.

23. Despite all these mistruths about costs discovered in 2017 and 2018, throughout the presentation and contract signing the Plaintiffs were given unequivocal reassurances by

Wyndham staff including Wyndham Management that with regards to costs, “nothing is going to change.”

Use - Bookings

24. Wyndham sales representatives told the Plaintiffs that their “investment” was well worth it since they would be able to travel to multiple destinations, and stay for a week each year at premium hotels and luxury resorts worldwide with ease and flexibility.

25. In reality, when the Plaintiffs called to book a vacation there wasn’t availability at the places or times they desired.

26. During the 3 years of ownership, the Plaintiffs were able to book a few vacations, but they were only within their home state and not at desirable times, and only for 2 nights average at a time (versus one week of luxury accommodations worldwide as promised), receiving use for about 14 days total in 3 years of ownership.

Contract Signing

27. The Plaintiffs were mentally and physically exhausted after 4.5 hours when they in a matter of minutes signed a huge amount of paperwork with the non-lawyer who rapidly explained Contract terms they were signing.

28. The Plaintiffs were held to the edge of their time, so they were very anxious to return to their children so that they may chaperone them at the concert which is why their entire vacation was planned.

29. The Wyndham representative summarized (interpreted) the Contract pages rapidly and artfully shuffled the Contract's pages and then abruptly advised the Plaintiffs where they needed to sign and initial.

30. Plaintiffs were not given time to read the contract content on their own, and were not given time alone to discuss their situation.

31. When the Plaintiffs asked questions they were succinctly told they did not need to worry and to simply focus on signing the documents and getting back to their sons before the concert started.

Successor Liability

32. The Wyndham representatives told the Plaintiffs the timeshare was a good investment and they "could" leave it to their children in their Will.

33. Plaintiffs were never told that under the Contract's "successors" clause, those same children would be automatically liable for all the obligations of the timeshare upon the Plaintiffs' demise. **See Purchase Agreement Pg. 3, ¶20.**

34. The successor clause is buried in legalese that no lay person would recognize as the legal methodology for binding children and successive generations to ever-rising maintenance fees.

35. Had the Plaintiffs known that their 2 sons could be held jointly and severally liable for a Mortgage if the Plaintiffs were to die right away, or upon a normal demise timeline, to be obligated to pay ever-rising maintenance fees, forever into the future, they never would have signed the Contract documents, and as a result, no contract would exist today.

Public Offering Statement

36. Plaintiffs didn't recall ever getting, and were certainly not provided an opportunity to read a Public Offering Statement prior to the signing of the Contract.

37. The Plaintiffs did find a statement they had signed in the rushed Contract signing stating they had received and read the Public Offering statement prior to signing the contract, but this was not true.

Cost per Use

38. Plaintiffs were only able to book very short vacations (2 nights average) at mediocre motels in their home state (versus 5-star luxury accommodations worldwide).

39. When the Plaintiffs attempted to book the international destinations and accommodations they were promised, they were met with no availability.

40. The only available booking had very high additional per day booking costs that were not disclosed prior to purchasing the timeshare, despite specifically questioning if there were any extra costs multiple times.

41. In essence, the Plaintiffs investment in the timeshare ownership was without any financial benefit to booking online as it costed more, and the ownership purchase had many limitations, restrictions and fees that the booking online would not have had.

42. All the options with availability were reduced to resorts that required additional housekeeping and booking fees that were in addition to the Plaintiffs' [undisclosed] escalating high membership dues.

43. Plaintiffs total use over 3 years was about 15 to 16 nights at fairly basic in-state Motels.
44. Therefore, the Plaintiffs use-rate was about 5 nights per year.
45. For the 10 years of the Mortgage while taking into consideration the rising maintenance fees, the high interest and extra booking costs, the Plaintiffs would have to pay a total cost of about \$80,000.
46. Given their use-rate, that would be about 50 nights over 10 years, the Plaintiffs would be paying about \$1,600 per night.
47. For an average motel room for 4 occupants in Colorado, it books to the public for about \$200 a night.
48. Thus, the public can book a room online in 1 day (versus 6-11 months in advance) with vast selections (versus non-availability) for about 800% less money than Wyndham “Owners” must pay which appears to be an *Unconscionable* result.

Mark and Heather Hobson

1. In 2016, Mark and Heather Hobson (collectively, “the Hobsons” or “Plaintiffs”) who are state of Washington residents, won a spin-of-the-wheel prize at a Seattle Mariners game and were told they needed to attend a short presentation to redeem the free two-night hotel stay.
2. The Hobsons drove for an hour with their three children, ages ranging 6 to 10 at the time, to a sales presentation in the state of Washington.
3. Based upon false representations detailed below, Plaintiffs purchased on May 15, 2016, but, eventually certain discoveries unfolded, in 2017 (fabricated use rights), through 2018 (false claims of rental income, and market value), and also in 2019, (generational successor liability revealed by Plaintiffs’ litigation counsel) where the Plaintiffs discovered that they had been massively deceived when they bought in 2016.

Sales Presentation

4. At the sales presentation, the Wyndham sales representatives (“Chloe” along with various Wyndham Management persons and Contract Closer, “Lori Culley”) described this offer as a reliable “real estate investment” which would be profitable for their family.
5. The Hobsons were hungry, exhausted, and separated from their children by Wyndham staff, as they spent almost 6 hours at this presentation.

Predatory Lending

6. When Mark and Heather Hobson told the sales representative that they couldn’t afford the \$3,000 down payment, they were told that wasn’t a problem and were instead encouraged to

sign a payment agreement to PayPal (the staff filled out the PayPal application for them), which would in turn would cover the down payment and they could pay it off later.

7. Upon receiving their first bill from PayPal, they were shocked to see the enormity of the interest rate (about 20% interest) that was never disclosed at the point-of-sale, and completely unknown to them due to document control (paper shuffling and oral diffusion) by Wyndham's Contract Closer.

8. Plaintiffs were still paying off that \$3000 down payment debt in 2018, without any use benefits, whatsoever.

9. Plaintiffs repeatedly told Wyndham's staff that they could not afford a purchase at all because Heather is a part-time teacher and mother/homemaker, while Mark was about to stop his job and become a realtor and they would not have extra vacation money until perhaps years later after establishing his real estate business.

10. Plaintiffs repeatedly said that they didn't want to do this purchase and cannot financially afford to do this purchase, but the rep. and Wyndham Management were persistent with high pressure sales tactics involving false promises of use value, and resale profitability (with sales assistance from Wyndham) to wear them down over the course of about 6 hours.

Value – Rental and Resale

11. Plaintiffs were concerned about the cost, but they were convinced by the rep's description of all the places they could go for free as Members (the rep. said she was a Member herself for many years with her family), and that in years when they could not afford the flights, they could easily rent their vacation to others for annual income.

12. Plaintiffs were also induced by Wyndham Management with 2 extra vacation weeks that could also be rented for more income which would be helpful to Mr. Hobson who was just starting a new job in real estate sales that was commission based.

13. And if Plaintiffs ever changed their mind about ownership, they were told by Defendant that they could resell the timeshare because it was valuable real estate just like a “second home”.

14. In 2018 when the Plaintiffs had income difficulties, the promises of rental income and/or resale profits both proved to be false (see ¶11 and ¶12 above and ¶18 below).

15. Resale was nonexistent, as there was no marketplace for even a dollar (on a paid in full timeshare) and the market value of “four times the purchase price” claim was proved false.

16. As for income, the Plaintiffs were never able to book the free gift accommodations even though Heather Hobson tried every week for one year before it expired.

17. When the Hobsons finally called Wyndham to ask for help booking, the Wyndham customer service person made fun of them for believing that Wyndham would ever honor the free trips that salespeople had promised at the point of sale.

18. Representations made by Wyndham staff at the 2016 point-of-sale stated Plaintiffs were purchasing an investment “worth four times the purchase price” (\$50,000-\$60,000) that they could easily sell anytime to pay off the mortgage and obtain a substantial profit.

19. Plaintiffs were told this was a one-time offer at 25% of the market value because it was a “prize retrieval”; but in 2108, the Plaintiffs’ financial hardships caused them to try to sell for a profit, which led to the discovery of true market values (below \$0, even if paid in full, but Plaintiffs had a substantial mortgage), thus there was a total lack of salability.

20. As a result, January 2018 Discovery Rule claims exist to refresh claims of market value from 2016 (i.e. four times the purchase price).

Use - Bookings

21. Wyndham staff claimed the points would book hotels in Australia, Hawaii, Mexico and Europe (pictures of specific resorts in a book) for no extra costs.

22. Wyndham staff explained that if they did not want to vacation in a given year, it would be easy for Plaintiffs to rent Australia, Hawaii, Mexico and Europe week-long bookings to other people in order to pay their Mortgage and Maintenance fee costs, and make a big profit.

23. Use claims (i.e. booking accommodations in a vacation use contract) are refreshed under the Discovery Rule because the Hobsons have never used this interest (no availability) and discovered such mistruths surrounding use/bookings by 2018.

Contract Signing

24. A non-lawyer Wyndham employee called a “Finance Officer” rushed Plaintiffs during the contract signing, saying it would take hours more (after nearly 6 hours of sales wore Plaintiffs down) unless they allowed her to quickly go through it and say what it meant in her own words.

25. The contract closer said that she would give the Plaintiffs a discount card because it took so long in the sales process, but to trust her to get them through a huge amount paperwork.

26. However, the Contract Closer (written on the Contract as “Lori Culley”) rapidly stated terms that did not exist in the Contract and failed to state key aspects contained in the Contract,

including the Right of Rescission, and like all of the Wyndham staff, failed to tell Plaintiffs that the maintenance fees could increase annually.

27. The closer rep. controlled the contract documents and what information the Plaintiffs were permitted to see, and the Plaintiffs were not permitted to freely read the contract terms.

28. The closing rep. highlighted what she felt were noteworthy points and rapidly instructed the Plaintiffs where to sign.

29. Plaintiffs were very tired from the drawn-out sales process and relied upon the Wyndham rep's highlights and brief interpretations of what she said the contract terms actually meant.

30. The Plaintiffs were so worn down by the nearly 6-hour sales process and aggressive high pressure that they felt if they wanted to walk out of there, they had to sign the documents.

31. Wyndham's Contract closer told the Plaintiffs that if there was something important in the Contract, she would tell them in her review.

32. However, during the review process, the closer kept misdirecting Plaintiffs from any review by constantly interjecting seemingly important statements that the Plaintiffs had to listen to (due to later discoveries, this was revealed as a deceptive tactic) while skillfully shuffling the documents.

33. The closer was moving at a fast pace when the signing was being done, and she seemed like she was in a hurry to get somewhere.

34. However, despite the closer's rapid assurances about the terms of resale, rental and use, confirming what had been discussed in detail over many hours with the initial sales rep. and the

Wyndham Management, later discoveries exposed these rapid assurances as fabrications that did not exist in practice or in the Contract terms.

Rescission

35. Defendant's staff misrepresented the actual rescission period [as longer than the statutory period] to the Plaintiffs. Thus, when the Plaintiffs called to cancel their Contract, they learned it was too late, however, such diffusion, frustration of purpose, and circumvention of statutory rights, could in good faith, be argued as grounds for Judicial Rescission to enforce statutory mandates that were unlawfully deprived by the Defendant's fraudulent tactics.

Successor Liability

36. The sales representative misrepresented the Contract's successor clause to the Hobsons when she told them that they could put the timeshare in their Will to pass it on to whoever they would choose to, while Defendant Wyndham's staff knew that the Contract's "successors" clause would be controlling.

37. The rep's legal advisement on Wills would involve a future bequest that would be optional as to who gets the interest, but the actual Contract here had maintenance fees and any other debts already forced as an obligation upon the Plaintiffs' lines of succession.

38. The "successors" clause was placed in the General Provisions with language expressly applying to the entire Contract, thus creating multi-generational maintenance fee liability. *See, Note at Page 3, Section E Subsection 21.*

39. At the point of sale in 2016, Plaintiffs were told the interest was real estate that was a valuable "asset" and a "Legacy" that they could pass down to their children.

40. In 2018 through an attorney, Plaintiffs first discovered the financial liability that can be forcibly imposed on their children and generations to come.

41. Plaintiffs would not have agreed to enter the timeshare agreement if they had been informed that signing the Contract meant that their successors would automatically be jointly and severally liable for the associated debt obligations.

42. Such financial liability is especially troubling, as one of the Hobson's sons has had special needs since birth. This requires weekly trips to the hospital, seeing more than a dozen specialists and attending multiple therapies. Because of care needs, Mr. Hobson had given notice on his full-time job in 2016 for a real estate career with more scheduling flexibility (as told to Wyndham staff, including Management at the purchase), and \$12,000 in bills caused financial distress in 2018.

Public Offering Statement

43. The Plaintiffs were not given a Public Offering Statement (POS) prior to signing the Contract as required by Washington Law at RCW 64.36.140.

44. Plaintiffs did sign a disclaimer about it, but had no idea what the document was, nor the POS consumer disclosures that it contained.

45. Clearly, Mr. and Mrs. Hobson did not have a copy of the POS or read the 103 page document prior to signing the Contract as mandated by law.

Cost per Use

46. The Plaintiffs paid \$3,000 as a down payment and paid about \$5000 in principal reduction since the purchase, but still have a high-interest mortgage balance of about \$9,000.

With ever increasing maintenances fees, where Plaintiffs could pay about \$30,000 for the timeshare over a 10-year period.

47. The Plaintiffs have never used the timeshare due to Defendant RCI's claims of unavailability (bearing in mind that RCI, despite lack of disclosure to the Plaintiffs, was a fully owned subsidiary that was created and directed by Defendant Wyndham).

48. If Plaintiffs were able to somehow book a one-week stay in 2019, it would be their first use in the 3 years since they have owned the timeshare (but according to other Plaintiffs' facts in this lawsuit, their 5000 points will eventually be discovered as inadequate to book the promised accommodations, especially considering they are a family of 5).

49. So if the Plaintiffs could book at all, that would only translate to about 3 uses per 10 years, such that a presumably average hotel room would cost them roughly \$10,000 per week (which is 6 nights).

50. Thus, under these totals, the Plaintiffs' would pay **\$1,666** per night.

51. So for a family with three children, that may pay \$250/night to book a room online, it costs these Wyndham "owners" about **6666%** more.

Harry Jackson

1. Harry Jackson (75) is a Washington resident (the “Plaintiff” herein) who purchased a timeshare with Shell Vacations in 2001, which was later bought by Wyndham.
2. In 2006, Plaintiff purchased a timeshare with TrendWest, which was later bought by Wyndham under the name of Worldmark by Wyndham.
3. In April of 2017, the Plaintiff was invited to an “Owner’s Meeting” with Wyndham while staying in Hawaii, where Mr. Jackson was persuaded by the Wyndham reps that he needed to *consolidate* the equity of his two existing Wyndham owned timeshares into one new Wyndham Hawaii property for the cost of a nominal maintenance fee increase.
4. This 2017 upgrade tricked a 73-year-old on a limited income with one paid-off and one paid-down timeshare to *consolidate* them, but due to deceit Plaintiff ended up an undisclosed obligations of a new mortgage that raised his old \$17,000 mortgage to \$51,000.
5. In 2018, Plaintiff discussed his situation with an attorney and discovered that he had been deceived in multiple ways at the 2017 Upgrade, including the “successors” clause binding all his sons to the debt of what was a massive mortgage, along with ever-growing maintenance fees, and the total lack of value, despite Wyndham’s promises of resale profits.

Sales Presentation

6. Plaintiff was invited to an “Owner’s Meeting” in Hawaii where he was offered a free trip, in exchange for sitting through a 90-minute presentation.
7. Plaintiff made clear from the very beginning that he wasn’t interested in purchasing anything, but the Wyndham representative told him he had to stay for at least 90 minutes.

8. Those 90 minutes turned into 4 hours of consistent pressure from Wyndham staff and relentless tag-teaming by Wyndham Management for Plaintiff to upgrade to a Hawaii resort.
9. The Wyndham reps spent hours telling the Plaintiff how useless his current ownership was because they were *old fashioned* timeshares through resorts that the innovative Wyndham market leader had bought.
10. Each time Plaintiff said “No”, the Wyndham staff became more and more aggressive and offended at Plaintiff’s unwillingness to purchase.
11. When the representative’s coercions didn’t produce the desired effect, one of the senior Wyndham Managers came over to directly talk to the Plaintiff 1-on-1 about specific benefits.
12. Wyndham’s Senior Manager was stressing how much better it could be with the upgrade because the upgrade would give the Plaintiff: (1) sought after and rare “valuable resale property in Hawaii”, along with, (2) flexible, desirable and profitable *vacation points*.
13. Wyndham Management emphasized that with this upgrade Plaintiff would be able to stay longer, and that he would have more access to better resorts than ever before.
14. Plaintiff would be able to stay at destination locations at the finest hotels and resorts and have 5-star luxurious rooms, *mere steps from the beach*, along with other exclusive amenities.
15. When Plaintiff said that sounded great, but he still couldn’t afford to pay for any upgrade costs, where Wyndham staff, including Wyndham Management, assured Mr. Jackson that the ability to make annual income from renting his Hawaii property out would cover the new maintenance fee, which from everything Plaintiff was told, would be the only new cost.

16. Furthermore, Plaintiff was told that with his *2 properties for 1 property consolidation* process, he would have so many points that he would be able to stay for “6 weeks at per year instead of 2 weeks.”

17. Plaintiff was also told that he would have enough points that he could choose to book airline flights to “avoid the cost of airfare.”

Predatory Sales Practices

18. After 4 hours of consistent pressure by Wyndham reps and trusted expert explanations and reassurances by Wyndham Management, the 73-year-old Mr. Jackson finally acquiesced to purchase the upgrade.

19. A big reason for the purchase was that Management told Plaintiff that both of his old timeshares combined were worth far less compared to the Hawaii property, and it was smart to *consolidate* into the Hawaii property because of its high resale value in a state where real estate ownership was hard to find.

20. Wyndham staff also said Hawaii was desirable for high income return by renting.

21. Plaintiff was told by Wyndham staff that Wyndham would combine the two he already owned with Wyndham to create this much better option in Hawaii.

22. Wyndham concealed from the Plaintiff that as part of this deal, there would be a dramatic increase in mortgage payment owed to Wyndham.

23. Plaintiff discovered upon returning home that his mortgage payment had increased by about \$900.

24. This was contrary to everything he was told by reps and all the expert explanations and assurances by Wyndham Management (also setting him up for what would be further attempts to *upgrade* again to rectify the claimed *mistake*).

Value - Costs, Rental and Resale

25. Wyndham representatives never disclosed to the Plaintiff the additional Mortgage-related costs of this timeshare, or what exactly he was purchasing.

26. With the most recent upgrade, Plaintiff's mortgage ended up being a total of \$51,000 in total mortgage liability.

27. The mortgage increase was not undisclosed at the point-of-sale where the staff and Wyndham Management tricked a 73-year-old man into thinking he was putting the equity of his other two timeshares into a *consolidation* to end up with one Hawaii property with increased maintenance fees, but there was never any mention of increased mortgage obligations.

28. The truth about excessive mortgage costs, was a fact that Mr. Jackson did not realize until returning home.

29. When Plaintiff expressed reluctance about what he thought were only maintenance fee costs, Wyndham management assured him that through renting, Plaintiff could cover the cost.

30. In reality, the easy renting process proved impossible since Plaintiff couldn't even book a 5-star vacation for himself, let alone for another person, but the deeper deception was tens of thousands in mortgage liability that was completely concealed.

31. The Wyndham representatives, including Management, assured the Plaintiff that he was getting a great deal to convert his other holdings to the Hawaii property, that was only available for that day due to the limited inventory of contracts.

32. The representatives also led the Plaintiff to believe that should he ever change his mind and wish to get out of the Contract it would be “easy to sell” because the “exclusivity was so desirable” that it would sell very rapidly.

33. Also, due to the Hawaii location, reps said the property will only go up in value.

34. In 2018, Plaintiff looked into getting out of his timeshare and discovered that there was nowhere to sell his property.

35. After speaking to his attorney, Plaintiff further learned that this “valuable asset” had no real worth, and contrary to Wyndham Management promises, never would be the lucrative investment Wyndham promised.

Use - Bookings

36. The Plaintiff was hesitant to sign up for a timeshare since he didn’t want any added cost and already owned two other Wyndham properties.

37. However, after many hours of continued reassurance from the Wyndham Managers that the properties would be combined and Plaintiff would have a much higher resale value in the future.

38. Plaintiff was also told that he would enjoy luxury accommodations with less booking difficulty than ever before, the Plaintiff finally agreed to purchase.

39. Wyndham assured the Plaintiff that the destinations would all be the finest hotels and resorts where the Plaintiff would be able to book anywhere he wanted, whenever he desired.

40. Plaintiff was also told that these extra points he would receive with this *consolidation* upgrade were possible because it was desirable Hawaii property and would allow Plaintiff to take longer vacations, more often because he would have up to 6 weeks out of the year.

41. Unfortunately, Plaintiff discovered that the promised 6 weeks was impossible, and in reality all his points were used in a mere two weeks.

42. Plaintiff was only able to get a mediocre resort after booking through RCI (a Wyndham controlled company), and paying an extra fee to do so since the Wyndham site showed no availability.

43. Each time Plaintiff called to book a vacation, Wyndham staff informed him there was no availability for the months he needed and many months into the future, and the nicest resorts and locations were always full.

44. In the years before the 2017 upgrade, Plaintiff could take 2 vacations a year, but even with the upgrade that was unchanged.

Contract Signing

45. After 4 hours of high-pressure sales tactics and promises by Wyndham Management to *consolidate* the timeshares into one Hawaii timeshare for just the increase in maintenance fees (but not a new mortgage amount, as that was concealed), Plaintiff agreed to purchase.

46. Plaintiff was exhausted and simply wanted to leave, which didn't seem possible without agreeing to Wyndham Management's persistent pressure to buy.

47. Upon agreeing to purchase the upgrade, Plaintiff was whisked through the Contract signing by a skillful Wyndham contract closer, in just a matter of minutes.

48. The Wyndham representative offered fleeting explanations of all the terms and directed Plaintiff where to sign and initial, all while maintaining complete control of the documents.

49. Plaintiff was not given time to read any of the Contract documents on his own, and Plaintiff was not given a copy when he left the signing.

50. Instead, Plaintiff had to wait until Wyndham mailed a copy of the contract to his home in Washington to be able to read through it.

51. Plaintiff trusted the rapid paperwork shuffling and never saw any mortgage-related paper as he signed the closing documents as directed and controlled by Wyndham's contract rep.

Statutory Rescission

52. Plaintiff did not receive a copy of the Contract until after he returned home, which was after the 5-day statutory deadline to rescind a contract.

53. Plaintiff read through the Contract at home and realized that the promised *consolidation* of properties for just a maintenance fee increase never happened and instead he now owned three separate Wyndham memberships with a massive mortgage liability

54. This realization sadly came too late to fall in the 5-day deadline of rescission.

55. The Plaintiff should have a restored right to a rescission that was unlawfully denied by Defendant Wyndham's contract mailing procedure [without provision at the point-of-sale] that circumvented statutory mandates (especially in light of Defendant's overall fraud & deceit that

was unconscionably perpetrated upon this Plaintiff), and as such, arguably in good faith, Plaintiff should be eligible for relief by an Order for Judicial Rescission.

Successor Liability

56. The Wyndham representatives told the Plaintiff that the timeshare was a *valuable asset for the family*, and the Plaintiff “could” leave it to his one of his 5 children or 12 grandchildren that he could choose later on and put in his Will.

57. Plaintiff was never told that under the Contract’s “successors” clause, his children would be automatically be jointly and severally liable for any outstanding mortgage amount (including the mortgage amount he was surreptitiously saddled with) and all future fees and costs of the timeshare.

58. Plaintiff only recently discovered the full repercussions of this term while speaking with his attorney in 2018, and was horrified.

59. The successor clause was buried in legalese that no lay person would recognize as the legal methodology for binding the Plaintiff’s children and successive generations to unpaid mortgage and ever-rising maintenance fees, which appears to be an *Unconscionable* result.

60. Had the Plaintiff known that his children and future generations of family members could be held jointly & severally liable for ever-rising maintenance fees, forever into the future, he never would have signed the Contract documents.

61. Therefore, the Plaintiff has made it clear that if he had known about successor liability, he never would have signed any of the contracts.

Public Offering Statement

62. Plaintiff does not recall ever getting, and was certainly not provided an opportunity to read, a Public Offering Statement at any time prior to the signing of the Contract.

Cost per Use

63. One time, when Plaintiff stayed in Maui through Wyndham, the accommodation was so poor it looked like a cheap motel and the window viewed a tree blocking the Plaintiff's view, and because it was such a substandard accommodation, Plaintiff never used the Wyndham booking and went down the road and booked—on the same day—a much nicer condo and paid \$1400 out-of-pocket for the week, receiving a net-negative \$1400 value for the Wyndham booking in addition to the type of costs below.

64. If the Plaintiff continued to book just one room at the mediocre hotels, for 2 weeks each year for the next 10 years, while taking into consideration the rising maintenance fees on three interests, the new high-interest mortgage balance, the Plaintiff would have pay a total cost of about \$145,000.

65. That amounts to \$7,250 for the average 6-night week that the Plaintiff books through Wyndham's *alter ego*, RCI.

66. That cost is about \$1,200 per night, for a room that books to the public for probably around \$150 per night.

67. As a consequence, the public can book a room online in 1 day (versus up to 11 months in advance with RCI) with vast selections available (versus the claims of no availability confronted

by Plaintiff at RCI) for about 800% less money, where Plaintiff is paying 8 times the cost of the public online because he is a Wyndham “Owner” that is forced to endure what appear to be highly *Unconscionable* costs.

Jemaal and Marlene Knox

1. Jemaal and Marlene Knox (“Plaintiffs” herein) are Washington residents who purchased a timeshare with Worldmark by Wyndham in 2010.
2. In 2010 Wyndham representatives called Plaintiffs and told them they were just on the cusp of *Diamond* level, that would allow them to have greater accommodations, regarding places and rooms, so Plaintiffs agreed to purchase.
3. In 2012, Plaintiffs were vacationing in California when Wyndham representatives invited them to come to an “Owner’s meeting”.
4. They were promised with each upgrade, that they would have access to other timeshare locations and features.
5. In 2018, Plaintiffs were tired of jumping through the hoops and paying the exorbitant costs and looked into selling their “valuable investment”.
6. At that time, Plaintiffs also discovered their “asset” had no value, and after further conversations with their attorney Plaintiffs also discovered the “successors” liability clause, and other false promises.

Sales Presentation

7. Plaintiffs were trying to enjoy their vacation when Wyndham representatives informed them they needed to attend a 1-hour “Owner’s Meeting”.
8. 6 hours later, after continuous pressure from Wyndham representatives Plaintiffs agreed to purchase another upgrade.

9. Wyndham representatives pressured Plaintiffs into staying to discuss the new special investment features of rental (proved very difficult over the years, like having another job) and resale value (never tried until the end).

10. To protect Plaintiffs' ownership altogether (threatened to cease that night on December 31st), and to protect their investment since 2010 and their resale value, Wyndham staff emphasized that the upgrade was necessary.

Predatory Sales Practices

11. Every two years, Wyndham staff called Plaintiffs to lure them into an upgrade.

12. Each time they promised improvements on their vacation use, and a great return on their "investment" since they were getting it at a below-market rate.

13. Plaintiffs were told the most recent upgrade was necessary for to maintain their ownership (a complete falsity), and would also make it so they could profit from the sale someday.

14. In the most recent upgrade Plaintiffs conveyed their disinterest multiple times.

15. Wyndham representatives and management at one point even appealed to Plaintiff's emotions, stating "don't you want to take your son on vacation?"

Value, Rental, Resale and Costs

16. Plaintiffs only agreed to sign when Wyndham representatives convinced them the timeshare would be a valuable investment.

17. Plaintiffs were told by Wyndham representatives and Management that their investment would become more expensive next year (hours away at time of sale) and that would mean actual equity in the investment.
18. Plaintiffs were told they were buying a “below market investment today” that ensured a future sale where “the dollar-to-point value would be higher” ensuring that the Plaintiffs would profit from that future resale.
19. Wyndham staff described how rental on valuable booking dates, and ultimately the resale of the timeshare would result in substantial profits for Plaintiffs.
20. Though Wyndham representatives had described the renting as a very simple process, Plaintiffs only later discovered that it is a major job to rent out their timeshare in the way described by Defendant’s staff.
21. Plaintiffs were disappointed that the use wasn’t as good as promised, and the rental process was so difficult it was like having a second job, with very little pay.
22. Plaintiffs comforted themselves that at least they had a good investment they could resell for a profit.
23. Unfortunately, when Plaintiffs discussed their options with an attorney in 2018, they soon discovered there was no market value at all, and never had been. Despite promises from the Wyndham staff and Management.
24. Plaintiffs were concerned about paying more money, so they were questioning overall costs, but they had no idea that maintenance fees could increase, as Wyndham staff failed to inform them of this vital fact.

25. Since the 2012 upgrade, the Plaintiffs' maintenance fees have increased from \$1,956 to \$2,844 over 6 years (about \$150 increase per year).

Use-Bookings

26. Wyndham representatives and management promised Plaintiffs with each upgrade that all their previous problems would be solved.

27. Plaintiffs discovered that this was a lie and despite the money invested, they were still met with unavailability and low-grade lodgings.

Contract Signing

28. After 5 hours of relentless high pressure sales tactics, Plaintiffs were rushed through the Contract signing in a matter of minutes.

29. A non-lawyer Wyndham representative controlled the documents while giving succinct explanations of the Contract's legal terms and terse directives of where the Plaintiffs should sign or initial.

30. Those cursory explanations lacked disclosures and contained false and deceptive descriptions of what was actually being signed.

31. Plaintiffs were not given time to read the Contract's content on their own, and were not able to think it over.

32. Wyndham representatives and management pressured Plaintiffs to sign as quickly as possible or risk losing this amazing deal that would allow them to protect their prior investment and future resale value.

Successor Liability

33. The Wyndham representatives told the Plaintiffs the timeshare was a “beneficial asset” and they “could” leave it to their children in their Will.

34. Plaintiffs were never told, during contract signing or sales presentation, that under the Contract’s “successors” clause, their children would be automatically liable for all future fees and costs derived from the timeshare. *See Contract, Page 3 at ¶19 titled “General Provisions”*.

35. The successor clause was buried in legalese that no lay person would recognize as legally binding their children and successive generations to ever-rising maintenance fees which appears to create an *Unconscionable* outcome.

36. Had the Plaintiffs known that their children and future generations of family members could be held jointly & severally liable for ever-rising maintenance fees, forever into the future, they never would have signed the Contract documents.

37. As a result, with proper disclosure it would have been certain that no contract would exist between the parties.

Public Offering Statement

38. Plaintiffs do not recall ever getting, and were certainly not provided an opportunity to read, a Public Offering Statement, at any time prior to the signing of the Contract.

39. Although Plaintiffs have a receipt saying they had received the Public Offering Statement, Plaintiffs are positive they never received such a document or any other consumer warnings at such a time.

Cost per Use

40. In the ten years of ownership, Plaintiffs were able to book about 6 vacations using their timeshare. The locations were not the high-end, destination resorts as promised.

41. In essence, the Plaintiffs investment in timeshare ownership was without any financial benefit and was far more costly than booking online that would have been as simple as selecting a desirable hotel and paying for it, even for a same-day booking.

42. If the Plaintiffs continued their current use rate of 6 stays per 10 years, and booked just one room for a week for each time, while taking into consideration the rising maintenance fees high interest rates, and down payment, the Plaintiffs would have paid a total cost of about \$105,000 over 10 years.

43. That amounts to \$17,500 for each 6-night week.

44. That cost is \$2,916 per night, for a room that books to the public for \$224 a night, at the nicest resort the Plaintiffs were able to book during their vacations.

45. Thus, the public can book a room online in 1 day (versus 6 months or more in advance) with vast selections (versus non-availability and restriction to all-inclusive) for about 1300% less money than Wyndham Group "Owners" must pay which is an *Unconscionable* result.

Cameron Krug and Sarah Mescher

1. At a Wyndham presentation in California, two California residents Cameron Krug (26) and Sarah Mescher (28), the couple (collectively, “Krug and Mescher” or “Plaintiffs”) signed the Contract for about \$36,000 (principal only, plus interest and fees) on July 29, 2018.
2. Plaintiffs attended the presentation in California, in order to receive a “free” 3-day 2-night trip (with limitations and restrictions, it never was used) which was offered by Wyndham representatives they had met at a local Beer Festival.
3. The Plaintiffs did not want to pay extra expenses (Mr. Krug is an accountant), but the Wyndham staff said they would save significant money by falsifying the true costs and omitting known expenses on a piece of paper used during the presentation, so it appeared the Plaintiffs would have an annual prepaid vacation where they saved money, when they were actually paying a lot more for rooms than they paid online prior to buying Wyndham’s booking program.
4. Wyndham staff also said that there would be no maintenance fees because of the “Wyndham credit card” used to make monthly payments under the installment contract that had use rewards which would offset all maintenance costs.
5. Wyndham staff further stated that there would be no down payment funds needed because the \$5,763.85 down would be on another credit card that said “Wyndham” in huge print on the face of the card, but the card was actually through Barclays Bank as written in small print on the back of the card.

6. After 3-4 hours of sales-oriented activity, they signed a Contract (No. 00203514872, Member No. 002591800818) that consisted of 21,000 points for Worldmark by Wyndham and a Silver Membership level with a total liability (with down payment and interest) of \$69,190.

Sales Presentation

7. Krug and Mescher thought they would have a quick presentation for a free vacation according to the Wyndham reps at the Beer Festival, however, the rep claiming his name was “Kyle Stamps” under rep number “550222” spent well-over 3 hours at what turned out to be a lengthy Wyndham timeshare sales presentation.

8. Wyndham Management (multiple managers) came to the Plaintiffs’ table to help explain any questions Plaintiffs had and to further convince Plaintiffs that they would be saving a lot of money on vacations; one of the managers claimed to be a “Quality Assurance” manager named “Leigh Cledfel” and she doubled as the Wyndham’s contract closer.

9. Based upon on their professional appearance and professional behavior, Plaintiffs believed that Wyndham staff members at the presentation were trustworthy.

10. Wyndham staff did not provide Plaintiffs with a public offering statement (California Public Report, Time-Share) prior to the commencement of sales discussions, nor prior to the signing.

Value - Resale

11. Plaintiffs felt pressured to buy that day after Wyndham staff claimed it was a limited time offer and the same offer would cost twice as much, stating the purchase price would be \$70,000

any other day (versus \$36,000) if Plaintiffs came back another time; this was because Plaintiffs were part of a lucky group that day being offered a one-time incentive.

12. Plaintiffs were told it was a \$70,000 asset once it was paid off that could be gifted or put in a Will where the Plaintiffs “could” freely choose which family member or child/children they would leave this valuable asset to, specifically omitting disclosure of known successor liability contained in the Contract. *See* ¶39 below, *and see*, **Installment Agreement at Page 3, ¶20**).

13. Plaintiffs had the impression drilled into them from the multiple statements made by Wyndham staff (which include Management) that they were purchasing a Worldmark points portfolio at \$34,000 that was below the actual market price (about half the market value).

14. However, when the Plaintiffs decided to get out due to false promises involving use rights, they discovered the points had little or no value.

Use - Bookings

15. Wyndham staff demonstrated how it would be more cost-effective to purchase the timeshare than to book vacations in the typical manner online, using math done on a slip of paper at Plaintiffs’ table.

16. This is a handwritten slip of paper known by the industry as a “deal sheet” that is claimed by resort reps to be the transaction’s important facts and numbers, however the consumers are never provided a copy of the deal sheet, and such information was not in the Plaintiff’s contract.

17. Plaintiffs here did not receive a copy of the deal sheet used to calculate their alleged savings over online prices.

18. Plaintiffs believed that the Wyndham employees had expertise and knowledge in vacations obtainable through the Wyndham Worldmark booking program.
19. Plaintiffs were shown pictures of specific resorts and hotels that the Plaintiffs would be entitled to book in the U.S. and all over the world, specifically including areas of travel interest to the Plaintiffs located in New Zealand, Ireland, and Italy.
20. Plaintiffs actual ability to use the timeshare after the purchase was rendered impossible due to a consistent and unyielding lack of availability when attempting to book (even lower grade accommodations) in the promised destinations through Wyndham's booking agent, "RCI".
21. Wyndham staff never disclosed that Wyndham owns (and/or previously owned and now manages closely and runs) the booking agent, RCI.
22. Defendant Wyndham's contract documents refer to RCI as an "external exchange company" despite its ownership (and/or close affiliation and control).
23. All of the Plaintiffs' attempts to book a room with this timeshare have failed because RCI consistently claims that accommodations are never available.
24. Reps claimed that purchasing this timeshare would grant Plaintiffs high trade value. This also allowed for the flexibility to roll points over or borrow from an upcoming year's points, according to the Wyndham employees at the presentation.
25. Plaintiffs have not found the timeshare to be flexible to book as was described at the presentation, and Plaintiffs have been unable to secure any booking since the purchase.

Extra Costs and Fees

26. Plaintiffs later discovered hidden booking costs and rising maintenance fees that eliminate the savings their timeshare was supposed to provide.

27. Wyndham staff failed to inform Plaintiffs that membership and use of RCI would be necessary in order to book stays at the international locations described at the point-of-sale.

28. Plaintiffs signed up for a Wyndham credit card after Wyndham staff claimed the card's rewards program would cover all costs for maintenance fees, which turned out to be false.

29. Wyndham employees told the Plaintiffs that maintenance fees do not typically rise over time, resulting in another increased cost surprise when the fees increased after the first year.

Contract Signing

30. After close to 4 hours of sales, the signing only took a matter of minutes, where Wyndham's contract closer, a non-Lawyer interpreted the Contract terms in her own words very quickly for the Plaintiffs (Video recorded by Wyndham with a Waiver form).

31. Wyndham's contract closer failed to mention important aspects (omissions) such as extra costs and fees, the ability to rescind the agreement, and the future liability to occur after the demise of the Plaintiffs obligating Plaintiffs' future children (or siblings, if none), who are known as "successors" under the Contract's terms. **Page 3, ¶20, Installment Agreement.**

32. Wyndham staff had a great deal of paperwork for the Plaintiffs, claiming their regular system was not functional at the time, so everything was manual, however, significant documents were unseen due to the paper shuffling orchestrated by the closer.

33. Paperwork was entirely controlled and manipulated by Wyndham's contract closer, where she put piles of paperwork all over the room behind her, but never gave the documents to the Plaintiffs to freely examine, and only briefly presenting the signature portion of pages with abrupt explanations and instructions to sign.

34. Thus, Plaintiffs were unable to review the Contract in any detail due to the amount of paperwork and the method of information delivery used by the closer.

35. Wyndham's closer would say for each paper they signed, "this paper does..." followed by her interpretation of the contract term.

36. Such interpretations contained misrepresented terms and/or omissions of material terms that were contained in the actual Contract being signed.

Right to Rescind

37. Wyndham staff, including the contract closer's interpretations of the content, failed to mention that the Plaintiffs had a right to rescind the contract within a certain amount of time.

Successor Liability

38. Wyndham staff failed to explain the successor liability clause in Plaintiffs' contract.

39. Instead, Wyndham representatives claimed this timeshare was a valuable asset that Plaintiffs could gift to friends or family, or pass on to their children (see ¶12 above, described by Wyndham staff including Management as a \$70,000 asset).

40. Wyndham staff told Plaintiffs the timeshare was something they could place into a Will, leading Plaintiffs to believe it was optional, when liability of Plaintiffs' successors was known

by Wyndham to be written into the contractual agreement. **Page 3, ¶20, Installment Agreement.**

Public Offering Statement

41. The public offering statement (known in California as a Public Report - Time-Share) was not provided by Wyndham staff until after signing all the Contract documents (see ¶10 above).

42. Plaintiffs signed a Public Report disclaimer. It said they had time to read it, but the closer only showed them information about Wyndham's year end financial totals.

43. The actual Public Report was on a tablet computer given to the Plaintiffs at the end of the Contract's signing.

44. No time was afforded by Wyndham for Plaintiffs to read the Public Report.

45. Wyndham took \$5,763.85 down as a deposit on Plaintiff's timeshare sale (see ¶5 above).

46. Plaintiffs were unaware of the Public Report or its content and its legal significance to their rights as consumers until just before the filing of this lawsuit.

Cost Per Use

47. With a high-interest mortgage of approximately \$30,000 (\$69,190 after interest and the down payment of about \$5700) and ever-rising maintenance and other owner fees (initially \$1,800 per year and rising), Plaintiffs would be obligated to pay over the 10 year mortgage period about \$90,000 for their Worldmark by Wyndham timeshare ownership.

48. If Plaintiffs are lucky enough to find availability to book a one-week stay every 2 years or 3 years (they have been unable to book thus far, see ¶20 above), it would amount to about 3-5 uses per 10 years, or \$18,000 to \$30,000 per week to book a room for a week.

49. To estimate an average (noting that zero bookings have been available so far) it would be \$24,000 to book a room for a week or \$4000 a night, and even if Plaintiffs booked a luxury room costing \$250 per night online, that would be **1600%** more to be a Wyndham “owner”.

50. Plaintiffs were consistently denied (by RCI, it’s subsidiary), availability to book the luxury resorts in New Zealand, Ireland, and Italy shown to them at the point-of-sale and promised to be able to book every year with their points (see ¶19 above).

51. Given Wyndham’s false booking promises, Plaintiffs could pay \$90,000 for no benefit.

Kyoungah Lee

1. Kyoungah Lee (“Plaintiff” herein) is a California resident who purchased a timeshare through Worldmark by Wyndham in April 2017.

Sales Presentation

2. Plaintiff was staying at a California Wyndham property, Angel’s Camp, when she attended a sales presentation for what was portrayed as not a traditional timeshare, but it was “vacation points” that were a new type of timeshare, where it appeared everything was included for members like international travel flights and cruises.

3. Plaintiff was clear with Wyndham sales staff that although she was interested in such a timeshare, she would not agree to anything, even a future purchase, without them answering all of her questions, which they did, treating her like a VIP, being respectful, and the reps even gave her complimentary wine during the presentation.

4. Wyndham sale staff, a sales representative named “Glen” and a Wyndham manager named “Izzy” (who worked there forever and seemed kind of like a Grandfather), answered all of Plaintiff’s questions and made promises [mistruths] that seemed as if the Plaintiff was making a smart and financially responsible decision, because the Plaintiff could: (1) rent it for yearly income; (2) hold it long-term to sell for a huge profit; or, (3) if ever needed, she could cancel the membership at any time, just like a *Gym Membership*.

5. After 3 hours of talking, Plaintiff asked to take the agreement so she could read it over, but Wyndham staff said she would lose 8,000 points that were only available that day.

Predatory Lending Practices - Credit Card Sign Up

6. Plaintiff told Wyndham sales staff that she could not afford a timeshare at that time, but with more information, she may purchase in the future.
7. Plaintiff told Wyndham sales staff that her Capital One credit card was maxed out.
8. Plaintiff was pushed by Wyndham sales staff, that emphasized it was a “good” financial investment, and they arranged it so she could sign up for a PayPal line of credit as a way to cover the down payment and all future charges without owing anything that day.
9. Plaintiff was later notified that Wyndham is no longer accepting PayPal line of credit as a valid form of payment for her debt, but Plaintiff has no other means to cover her costs.
10. When Plaintiff called Wyndham to discuss the issue, she tried to speak to “Izzy”, the manager, but she was just told that *someone* would call her back. No one ever called Plaintiff back and she received a late fee, as an additional fee for not having manual payment set up.
11. When Plaintiff finally got in touch with a Wyndham representative, she was told that Wyndham no longer accepted PayPal line of credit as a form of payment, only PayPal balance (money people sent her on PayPal or her own money she transferred to PayPal). This was the opposite of what Wyndham sales staff had told her.

Value - Resale

12. Plaintiff was told the interest she was buying was reduced in cost below market value and it was very valuable, so it was a great investment financially, where she could always sell it back for a profit.

13. One of the central reasons for the purchase was that Plaintiff was getting a great deal so she could always sell it back for a profit (a big reason she acted upon the limited time offer).

14. Plaintiff was directly told by Wyndham Management that she could cancel at any time, “even on her deathbed”, and the longer she owned it, the more profit the sell-back would be.

15. When she tried to sell it back, Defendant’s staff said she must pay-off the mortgage first, another self-serving and predatory act, as even a paid-in-full timeshare would not be marketable.

Specific Use

16. Wyndham sales staff convinced Plaintiff that by signing up on that day, she would be able to use her points at all Wyndham resorts at anytime, anywhere in the world including overseas locations, and cruises were available too, because Wyndham had “partnered” with RCI described as an outside company, for cruises and 5 star resorts, accessible all over the world [and did not disclose that Wyndham had, in fact, created “RCI” as a wholly owned subsidiary to frustrate use rights/bookings].

17. Plaintiff was told her points would never expire and she could roll them over to save them up even “until she was an old lady”.

18. Plaintiff specifically asked: *So, you’re saying if I don’t use these points, they accrue, and I can go anywhere I want.* Which without exception, was confirmed by Wyndham staff.

19. Plaintiff was promised amazing customer service that would treat her like a priority.

20. When Plaintiff tried to book a vacation, the customer service was awful.

21. Every location and date Plaintiff tried to book was full (no availability), and when she called the individual Wyndham resorts or hotels, she was told that they do not handle bookings

and she would need to call the general Wyndham booking number, where she was already told nothing was available.

22. Plaintiff also discovered that her points expired and if she wanted to roll them over, she would need to pay a large fee. This did not comport with the promises at the point-of-sale, where rollover was automatic, and forever (“until she was an old lady”), where no charges were ever discussed, despite the Plaintiff’s highly specific questions.

23. When Plaintiff looked into booking the overseas locations, she found out that she did not have enough points for the promised resorts and could not afford to pay for them.

24. Additionally, Plaintiff was never informed that the international locations booked through RCI would require an additional membership fee. At the point-of-sale, she was told she owned Membership rights to stay anywhere that Wyndham had resorts or hotels, which were described as worldwide.

25. Plaintiff also discovered that without her permissions or consent (in fact, she questioned if there were any fees, and then specifically declined), but Wyndham sales staff had signed her up for the “Mysavings” program, and she received a yearly bill that she is now unable to cancel.

Rental Income

26. Plaintiff was told it would be easy to rent out Wyndham hotel and resorts as a privilege of Membership.

27. She was told she could charge \$400 per night, even though her cost was \$292 per night for worldwide bookings at luxury resorts and hotels.

28. Plaintiff was told that she could do this continuously and it could be very profitable making the purchase appear to be a wise investment.

29. Plaintiff eventually realized that although Wyndham sales staff told her that she could cover all over her costs, or even make a profit, by renting out as a Wyndham Member, it was impossible because she could not even book a trip for herself.

Contract Signing

30. Plaintiff signed the Contract with the non-lawyer, Wyndham Manager, “Izzy”.

31. Izzy did not allow Plaintiff to read the Contract herself but instead, briefly summarized each page, and the Plaintiff trusted Izzy, because he was kind during the presentation, a very long-term Wyndham Manager, who seemed grandfatherly and trustworthy.

32. Plaintiff had reliance that all of the answers Izzy provided to her questions were the truth, and thus she fully trusted his guidance.

Right of Rescission

33. Plaintiff asked Wyndham sales staff about her right to cancel the Contract and was told that she could “cancel at any time” in the future.

34. Plaintiff later discovered this was not true, however, at the point-of-sale such false representations and lack of statutory disclosure of known Rescission Rights, could arguably in good faith, support Judicial Rescission for the deception and circumvention of known statutory rescission deadlines, and the avoidance of truthful disclosure of mandates under the law.

Successor Liability

35. Wyndham sales staff told Plaintiff that the timeshare was a valuable asset that she owned and “could” put in her Will to anyone she wanted, even her nephews, or that she could donate it to her Church.

36. Thus, the Plaintiff thought the future ownership was optional and she was led to believe that the maintenance fees were optional, even in her lifetime, if she did not want to use it in a given year.

37. Wyndham sales staff never disclosed to Plaintiff that the Contract’s “successors” clause would automatically upon her death, bind her siblings for all future costs and fees indefinitely.

See, Security Agreement, Section 20, page 3.

38. If Plaintiff had known that monetary obligations could be charged to her siblings or any future children, she never would have agreed to the purchase.

Public Offering Statement

39. Plaintiff was not afforded the opportunity to review a Public Offering Statement prior to signing the Contract.

Cost Per Use

40. Plaintiff has been unable to book a trip in the two years since she purchased the timeshare.

41. However, if Plaintiff were able to book a room next year, that would have been 1 use in 3 years, or 3 1/3 uses over the course of the 10-year mortgage.

42. Taking into consideration the down payment, the Plaintiffs mortgage costs plus high interest and rising maintenance fees, the Plaintiff would pay approximately \$50,000 over 10 years, which at her use rate would be about \$15,000 per week (6 nights).

43. This equates to \$2500 per night for booking a room, and since no international or upscale accommodations were ever available, that is probably about \$200 or less per night for an online booking, which would be about 1200% more money the Plaintiff would pay as a “Worldmark Member”, than the public pays online with vast availability and no obtuse advanced booking requirements (where people can often book and stay on the same day).

Kelly Longnecker

1. Kelly Longnecker (“Plaintiff” herein) is a resident of Kentucky and an active military war hero with 7 medals from Afghanistan and Iraq.
2. Plaintiff purchased a timeshare through Fairfield (predecessor resort) in 2003 and made her most recent upgrade in the Smokey Mountains in Tennessee in 2012.
3. After Fairfield was purchased by Wyndham Resorts, Plaintiff was upgraded several times by Wyndham sales representatives and management, with the most recent in 2012.
4. In 2017, the then Disabled Veteran (experiencing financial decay caused by the outrageous money paid to Wyndham), discovered that she was defrauded by a false promise to terminate all her Wyndham interests in 2017- the reason for the 2012 upgrade (an *exit program*).

Sales Presentation-Upgrade

5. Plaintiff and her husband (who had just returned from deployment) booked a vacation in the Smoky Mountains of Tennessee.
6. Upon check-in at the resort in 2012, Plaintiff was informed about a “mandatory” Owner’s meeting.
7. At the sales presentation, Plaintiff told Wyndham staff that wanted to cancel since she wasn’t happy with her timeshare and considered it a waste of money.

8. At that time, Plaintiff was in the active military and she could never book anything during her limited time off, but a Wyndham representative stating his name was “Doug Goodall” told Plaintiff that the only way for her to get out of her existing contract was to upgrade her timeshare to a new program, an *exit program* to essentially “pay 5 years to get out.”

9. Plaintiff and her husband expressed confusion over the concept, but Mr. Goodall was very sure it was a Wyndham program designed for owners who wanted an exit solution and he involved Wyndham Management to step-in and make sure the Plaintiff understood it was legitimate.

10. Every time Plaintiff would have questions concerning the exit program offer, Mr. Goodall would bring out a higher-level manager to talk to the couple.

11. Wyndham staff and Management told Plaintiff that the deal was “the only way to cancel a timeshare contract.”

12. Plaintiff was told the total cost would only be \$5,000 since the *exit program* cost of \$12,000 was reduced by a Wyndham Manager’s “one-time workshop credit”.

Predatory Lending - Switched Document

13. In 2012, Plaintiff told Wyndham that she couldn’t afford the upgrade, and when she applied for a credit card to cover the cost she was denied.

14. Wyndham staff encouraged Plaintiff to sign up for PayPal's "Bill me Later" program that would allow her to cover the cost.

15. Plaintiff was consistently told by Wyndham staff and Wyndham Management that "after 5 years", this program would allow the couple to get out of the Wyndham timeshare, and it was the only way this could be accomplished.

16. Plaintiff was told she was agreeing to a \$5,000 upgrade, that would eventually allow her to get out of the entire Wyndham timeshare.

17. When Plaintiff returned home, she found out that she had actually been slipped paperwork to sign for a loan and now owed \$53,852.43. More than 10 times the amount she thought.

18. When Plaintiff found out she was obligated to pay nearly \$54,000 plus high interest for the upgrade, she called Wyndham and was told that the amount which was signed for, but probably slipped in by the rep who was paid on commission (Mr. Goodall) who was no longer there, but it was contracted and signed, so the Plaintiff owed for the new Mortgage and that would not change, but she would definitely get out of both timeshares in 5 years (2017) under the *exit program*, so that part was certain because it had Wyndham Management approval.

19. Nothing in the representations of the Deal framed by sales people and management and Contract closing, ever stated, even once, anything about a Mortgage (only the PayPal \$5,000 payment in full was discussed), and there never was any mention of \$50,000 of debt, and

Wyndham staff including management only said “\$5,000” (not \$53,852.43 Mortgage and Note), and importantly, Plaintiff had absolutely no recollection, whatsoever, of signing such documents. i.e. Switched Document Fraud.

Costs, Value and Resale

20. When Plaintiff signed on with her Contract, she was of the impression it would remain low maintenance fees.

21. Unfortunately, due to the increased \$50,000 Mortgage, the Maintenance fees have only doubled to an astronomic amount, but there was an end in sight with the 2017 exit program.

22. Plaintiff was told she owned a desirable property that would be easy to sell and Wyndham would happily take her through the process in 5 years (2017).

23. When Plaintiff tried to call Wyndham 5 years later, none of the numbers given to her by the Management five years prior worked.

Contract Signing

24. After 5 hours of frustration, Plaintiff’s husband had stormed out of the meeting, leaving Plaintiff with several Wyndham Managers, sales representatives, and a contract closer.

25. Plaintiff was assured repeatedly by all Wyndham employees that this upgrade would allow her to get out, and she trusted them.

26. Plaintiff asked for time to think it over, but was succinctly told that this *5 year exit program* was the only option and it was only available if she took advantage of once offered and was quite fortunate that it was approved by Wyndham Management, because she was a good owner and they supported her Military achievements.

27. A non-lawyer Wyndham representative quickly guided Plaintiff through the documents with broad explanations of the papers and directives of where to sign.

28. The entire Contract signing experience lasted only a few moments, unfortunately the paperwork was corrupted, presumably by Mr. Goodall's efforts to receive a much higher sales commission (10 times the money).

29. The main thing that Plaintiff felt sure of, was that Wyndham Management signed off on the *exit program*, and Plaintiff was specifically and repeatedly told Wyndham Management that it was the only "only way to get out of a contract" so she was willing to enter the *exit program* along with 5 years of ownership.

Successor Liability

30. The Wyndham representatives told the Plaintiff the timeshare was a good investment and she "could" leave it to her children in her Will.

31. Plaintiff was never told that under the Contract's "successors" clause, her children and possibly siblings would be automatically liable for all future fees and costs of the timeshare for a

single word that was completely buried in the legalese of the sales Contract. *See Contract, Page 2 at ¶9 titled “Binding Effect”.*

32. In 2017, Plaintiff called to get out of her timeshare as promised.

33. When Wyndham rudely informed her it was impossible, she also discovered in 2017, to her horror, the existence of the Successors clause liability to her children.

34. Had the Plaintiff known that her children and future generations of family members could be held jointly & severally liable for ever-rising maintenance fees, forever into the future, she never most assuredly would never had signed the Contract documents.

35. As a result of the Plaintiff firm resolve on this issue, no contract would exist today.

Public Offering Statement

36. Plaintiff may have been given a Public Offering Statement, but is certain she was not provided an opportunity to read any documents, including a Public Offering, at any time prior to the signing of the Contract.

Cost per Use

37. The Veterans Affairs medical team has documented that the stress of the timeshare, and financial drain on their family has caused a toll on Plaintiff and her husband’s mental and physical health.

38. These two War Heroes were abused by Wyndham and falsely led to believe they were getting out of the contract, so they were patient and paid a huge amount of money over 5 years to just be done with it.

39. Instead, they were placed further in debt and as discovered in 2017, the Contract deceptively bound their children to pay for this debt after their death.

40. Plaintiff has only been able to use her timeshare once in 7 years of ownership, and it took many years (in 2017) for the Plaintiff to figure out she had been deceived well-beyond claims of lack of availability (this was without Plaintiff's knowledge that RCI and Wyndham are the same company), only to be discovered along with other major mistruths in 2017.

41. Assuming the Plaintiff could book just one room at their home resort [with a use-rate of only one trip per 5 years of past use] over the Mortgage span of 10 years, while taking into consideration the \$50,000 in new principle, and past due amounts (all high-interest), and the highly exorbitant over \$500 a month rising maintenance fees (that the Plaintiff commented are *more than rent in Kentucky*), the Plaintiff would have paid would be a total cost of about \$165,000 over the 10 years.

42. That amounts to \$82,000 for each 6-night week.

43. That cost is \$13,750 per night, for a room that books to the public for \$200 a night.

44. Thus, the public can book a room online in 1 day (versus 6 months or more in advance) with vast selections (versus non-availability and restriction to all-inclusive) for about 6800% less money than Wyndham “Owners” must pay which is an *Unconscionable* result for a 7-time decorated War Hero who survived Afghanistan and Iraq only to be severely abused on U.S. soil by Wyndham.

Steven and Vanessa Marks

1. Steven and Vanessa Marks are Kansas residents who originally purchased a timeshare in Colorado Springs through Worldmark by Wyndham in 2007 when they were both 22.
2. Since purchasing the original timeshare, Mr. and Mrs. Marks (“Plaintiffs” herein) have upgraded approximately every two years. Each time being enticed by a “foreclosure sale”.
3. Trying to tell the representatives “no” was almost useless. When faced with the fact Plaintiffs could not afford an upgrade or even the down payment, Wyndham offered a credit card for the down payment and a new loan combining the prior principal.
4. The most recent upgrade was over the phone in 2017 when they were told they needed to upgrade to retain their “platinum elite” status in order to be eligible for cruises.

Sales Presentations - Upgrades

5. It started when the Plaintiffs received a brochure in the mail inviting them to a presentation. They agreed to sign on because they were told by Wyndham staff, including Management, that this was an “investment in their future” while being able to plan their Honeymoon and future travel for the owner-only access and perks, as well as tremendous vacation savings that they were promised.
6. Every two years the military receives a raise, and every time Steven Marks received a raise Wyndham called, explaining this was like a retirement plan, the price was always going up.
7. Each time Wyndham called it was with a “foreclosure sale”. The points were only available for a limited time and they needed to act fast.

8. During one such upgrade Plaintiffs told Wyndham that they couldn't afford a purchase because they were moving to Florida and had a new baby, however the Wyndham staff convinced them that this was a sound investment in a foreclosure that was "paid down" so it had built-in "equity" that would actually make them money.

9. Most recently in the 2017 upgrade contract (a novation contract that subsumed all prior contracts and indebtedness) while trying to book a cruise for themselves and other family members, the Plaintiffs were told that they needed to upgrade to remain in *Platinum Elite* status, in order to be able to book this cruise that was already planned by all their extended family members. Plaintiffs were told that Wyndham was raising the number of points required to remain *Platinum Elite* status and that they would not be grandfathered into the status level.

10. Wyndham staff told Plaintiffs that they only needed 3,000 more points to remain in *Platinum Elite* status, which just happened to be the number of points Wyndham staff could sell them, which happened to be "foreclosed" points and which happened to give the Plaintiffs just enough points to book the Alaskan Cruise for the family.

11. Plaintiffs were also told that they could use their new *Platinum Elite* points to pay for Maintenance Fees and payments on their Mortgage.

Predatory Lending

12. Since signing the original contract, the Plaintiffs were routinely asked to upgrade, just to be able to book the vacations they were promised by Wyndham in prior sales.

13. In 2008 while living in Columbus, Mississippi, Wyndham called and offered the Plaintiffs a good deal for “today only”. The points were being “foreclosed on” and they had to get them right away.

14. In 2010 while in Las Vegas, Nevada, Wyndham staff called again. Once more offering the Plaintiffs foreclosed points for the low cost of \$5000, but only if they acted extremely fast or the offering would *go off the board*.

15. In 2012 while in Las Vegas, Nevada, the Plaintiffs were trying to book a vacation, but were told they didn’t have enough points. However, if they purchased these special foreclosed points for \$11,000 they would rise to the next level and wouldn’t have any problems booking.

16. In 2014 shortly after moving to Florida, Wyndham called once more. This time the Plaintiffs said “no” that they couldn’t afford another purchase and had no money for the down payment.

17. Wyndham offered them a Credit card to cover the down payment.

18. Finally, in 2017 after a long phone call, the Plaintiffs were subjected to another upgrade, just to be able to book the cruise vacation they should have already been entitled to book given the large investment in prior upgrades.

Value - Resale

19. The Plaintiffs were sold more and more points, and were always directly told by Wyndham staff that it would turn into a growing “asset” they could leave for their children.

20. The Plaintiffs were always assured that the points were flexible, and easy to sell or rent. The Plaintiffs were told they could sell or rent the points at anytime and use the proceeds to pay their mortgage and maintenance fees.

21. Wyndham staff repeatedly pressured Plaintiffs, insisting it was a limited time offer.

22. The Plaintiffs were assured the points would only go up in value and if they ever need to sell the points, they could easily get their money back, plus make some appreciation.

23. When the Plaintiffs did try to sell their points back to the resort in 2019, they were met with opposition and a dismissive attitude.

24. The representatives informed them that, even though they had bought foreclosure points on all the Plaintiffs past purchases, foreclosure on the Plaintiff's points was not an option.

25. Instead, Wyndham staff deceptively referred Plaintiffs to third party resale companies [fraud companies] to sell their points, which has three surreptitious benefits: (1) getting a Mortgage pay-off from a disgruntled owner before they seek legal relief; (2) to prevent selling the timeshare; and, (3) causing time delays to push the Statue of Limitations dates for lawsuit filings.

26. However, Wyndham staff fully knew the actual value of the Plaintiffs points would never be salable even if the Plaintiffs paid-off the Mortgage.

27. Yet, Wyndham's staff self-servingly [and fraudulently] told the Plaintiffs who had Mortgage for about \$88,000, that to make any resale a possibility, the Plaintiffs would need to pay-off the Mortgage (see reasons, ¶25 above).

28. When the Plaintiffs attempted to sell their points, they learned it was impossible because there was absolutely no market value.

29. The recommended sites and other sales sites (even though both of these type of companies fabricated potential sales values to obtain upfront fees) would never come close to covering the amount of money the Plaintiffs paid, as was consistently promised by Wyndham's sales and management staff.

Use- Bookings

30. The Plaintiffs were told when they signed up, and again with each upgrade that it's easy to book rooms and they could do so anytime, anywhere at luxury resorts and hotels.

31. When trying to book vacations the Plaintiffs often ran into an array of various road-blocks, from: (1) there simply was nothing available; or, (2) they just had too few points (an upgrade was required); or, (3) 11 months was needed for advanced bookings; or, (4) they needed *Platinum*; and then it was, (5) *Platinum Elite*, in order to book a *cruise* vacation.

32. While trying to book a winter vacation in Orange County, California to be near family, they were told there was absolutely nothing available in the area. Despite being placed on a waiting list that was over 6 months in advance.

33. When the Plaintiffs attempted to go outside of the Wyndham resorts and book with RCI and pay with points at another hotel, it wasn't successful.

34. As a result, the Plaintiffs were forced to book drastically farther away from their intended location.

35. While trying to take an Alaskan cruise, not only were the Plaintiffs told they didn't have enough points, but after purchasing well beyond the required amount of points for standard bookings, they still couldn't find anywhere to stay (availability) for two days in a row (near the departure area/Seattle) prior to the cruise.

36. The Plaintiffs only choice was to split the nights between a *campground* far outside of Seattle, and then pack up and go to a different hotel downtown for the second night.

37. While the Plaintiffs were able to book a few vacations, they were frequently not at the exact location or time they desired, so they were often only able to book after financially painful upgrade phone calls that seemed to be the only way to get what they needed in accommodations, despite massive cash pay-offs and an ever-rising Mortgage balance.

Extra Costs and Fees

38. When the Plaintiffs originally bought their timeshare the Maintenance fees were \$325 per year, or about \$27 per month.

39. The fees have now increased drastically to \$476.17 per month (\$5,714.04 annually).

40. And even though the Plaintiffs paid substantial money for perks such as, bonus time, exotic time, fun time bookings due to undisclosed extra costs the Plaintiffs would have never used these programs. If the Plaintiffs have booked the Alaska cruise on their own, it would have cost around \$4,500 including fees, which is less than our total yearly maintenance fees.

Contract Signing

41. During the initial meeting, the young couple was subjected to a 4-hour presentation.

42. This presentation was followed by a quick, fast paced, 10-minute race to sign all the documents presented to them.

43. The representative brusquely directed them to sign or initial in the appropriate areas while denying them any time to accurately read the documents.

44. In later contract upgrades (new points from claimed *foreclosure* sales), Plaintiffs were manipulated artfully to sign in a hurry to secure the claimed *foreclosed* points that just went up onto the [fictitious] board, just to be able to book a vacation being [artificially] withheld.

Successor Liability

45. The Plaintiffs have two children and were told that they could consider these points as an “asset” for their future.

46. The representatives informed the Plaintiffs that they could leave this timeshare interest in their Will for their children and that once the Mortgage was paid off, their children could stay for free.

47. The staff never mentioned that the debt for the rising fees would be forced upon the Plaintiffs’ children.

48. Plaintiffs are absolutely sure that they never would have signed any of the contracts (the original contract or any of the upgrades) if it had been disclosed that there was any debt liability, whatsoever, that could ever be transferred to their children.

Public Offering Statement

49. The Plaintiffs were given a public offering statement from the State of Washington, however they were misled on what it was.

50. During the most recent upgrade the representative asked if they had received “a review statement of what’s going on financially in the company and a list of all the resorts”.

51. The representatives phrased it as an “update” of the additional resort options, not as a consumer disclosure form, and as a result of this deception it was not read.

Cost per Use

52. Mr. Marks was being regularly promoted in the military at the time of original purchase and throughout the upgrades.

53. Each time Wyndham called it was right after Plaintiff received a raise for his military service, and coincidentally timed when the Plaintiffs called trying to book their vacations that they were entitled to, and they were turned away, unless they bought more points.

54. Each upgrade the Plaintiffs were deceived into thinking they were getting an exclusive, limited time offer.

55. The Plaintiffs have, through making accelerated payments, already paid over \$150,000 before the 2017 upgrade.

56. It then went up to about \$2,000 per month, which with rising maintenance fees is an obligation of about \$200,000 more in total costs to be paid over the 8-year mortgage period for the last upgrade (see ¶60).

57. If Plaintiffs did book a week every other year (based upon past years, which would equate to about 6 uses in 12 years) for the next 8 years which is the duration of their last upgrade's Mortgage, that would equate to 10 total uses in 20 years.

58. Taking into account the cost of their new Mortgage and the cost of prior Mortgages (all with high interest), and all the rising maintenance fees, and other costs, including nightly fees and cleaning costs that the Plaintiffs are required to pay as "member-owners", the Plaintiffs would have paid approximately \$350,000.

59. The \$350,000 would provide 10 uses over the span of their ownership that would equate to about \$35,000 per week (which is 6 use nights).

60. This is cost of over \$5,750 per night which is about 2300% more per night than what it would cost a non-Wyndham owner/member (i.e. the public) booking a \$250/night room online.

61. And, this is available every day with minimal effort, and a vast amount of choices.

62. However, the Plaintiffs, as owner/members, were forced to use Wyndham's clandestine booking company, RCI, which frustrated and prevented the Plaintiffs' attempted bookings, to the point where upgrades for hundreds of thousands of dollars in total, were always required to get what the Plaintiffs had already paid for.

Lauryn Meyer

1. Lauryn Meyer is a Maryland resident who originally purchased a timeshare in Virginia through Wyndham in 2013.

2. Since purchasing the original timeshare, Ms. Meyer (“Plaintiff” herein) upgraded her membership late in 2016, where discoveries of fraud were uncovered in 2017-2019.

Sales Presentations – Upgrades

3. Plaintiff was checking into her vacation in Pennsylvania when she was told if she attended a “short” owners meeting, she would receive a \$100 gift card.

4. That “short” owners meeting turned into a 5-hour sales presentation.

5. Plaintiff expressed her reluctance to upgrade attempting to say “no” many times over the 5 hours, since she barely got any use out of her current membership.

6. Wyndham representatives told Plaintiff that with the 2016 upgrade the highly restricted booking window would expand, allowing her to book more vacations with great flexibility.

7. Plaintiff was still hesitant about the cost since she made it clear that she was planning on going back to school and told the reps that she couldn’t afford it.

8. Wyndham staff assured Plaintiff that the 2016 upgrade would be well worth it, because with this upgrade she could even rent out her time to cover the payments and fees, so the upgrade actually meant a net savings in costs.

9. Each time the Plaintiff expressed anything any questions regarding the 2016 purchase, the Wyndham staff would return with answers to her worries, and Managers would even point out more perks, and/or lower the price.

10. After 5 hours of pressure from Wyndham representatives Plaintiff felt that there was no way she would be allowed to leave without agreeing to purchase the 2016 upgrade, and by then the explanations of this special upgrade seemed to be a financially beneficial transition where she would actually pay more money in costs if she didn't get the upgrade.

11. Plaintiff was exhausted and worn down by the continued assurances that this upgrade would allow her to book easier vacations, and most importantly would pay for itself through rentals, to the point where she was convinced by staff, including Wyndham Management, that she couldn't afford not to upgrade.

12. With these promises by the Wyndham staff, the fatigued Plaintiff agreed to purchase the upgrade and hopefully salvage her vacation after a 5-hour interruption.

Predatory Lending

13. Plaintiff expressed her reluctance and disinterest in buying a timeshare multiple times, as she was partially employed while going to college.

14. Plaintiff repeatedly told Wyndham staff that she couldn't afford an upgrade and didn't want to have anything else to do with the timeshare she already had.

15. Wyndham staff told Plaintiff she would have greater availability, and she would be able to rent her unit out to cover the entire cost of the upgrade and maintenance fees to make the purchase seem like a financial benefit.

16. Plaintiff felt that Wyndham staff wouldn't let her leave without agreeing to purchase and felt pressured; where every time she said "no" then staff, including Management were relentless in providing reasons that this particular upgrade had: (1) more points in an amount to cover her vacations plus rental income, (2) booking rights that would assure rentals in locations where she could make easy profits; and, (3) because she was an *existing customer* this special upgrade was designed to take care of her with a better deal than people off the streets, thus it was an "investment" that was so good it would always hold its value for any future resale.

17. And when the Plaintiff said she agreed with all the benefits in principle, but still had no money to devote to this purchase, Wyndham staff set Plaintiff up with a Wyndham credit card (Barclays Bank on the back) and began the signing process.

Value, Resale, and Renting.

18. The Plaintiff was sold points, with a "deed" that she was told could be used for IRS tax deduction purposes, where she could deduct her costs, including all the interest, however in 2017 at tax time she was advised that the timeshare was not actually "property, like a house" and had no deductible value on her IRS taxes (2017 discovery).

19. Plaintiff was told that it was an investment in property that she "could" leave to whomever she wished when she passed, which was discovered as deception in 2019 with the discovery of "successors" clause liability through litigation counsel (2019 discovery).

20. The Wyndham staff repeatedly pressured Plaintiff telling her this was a limited time offer, and insisting that she needed to decide immediately.

21. Wyndham staff assured Plaintiff that not only was the deal good for today only, but since she was a current owner, she was getting the best benefits deal available, and as a special deal they lowered the price just for her so she could afford the purchase, so all of these savings would never happen again.

22. The Plaintiff was assured the points would only go up in value (yearly appreciation) and if she ever needed to sell the points, she could easily get all of her money back, plus get some of the appreciation values profit.

23. Plaintiff was cautious asking what if it didn't sell and she needed the money, but she was told there was a "Wyndham owners exit program" available to sell it back to the resort, so it would give her most of the resale money on demand if there was an emergency.

24. However, in 2018 the Plaintiff did try to sell her points back to the resort she was [self-servingly] informed (for the first time) that to do so she would need to pay-off the mortgage first.

25. Plaintiff was repeatedly told by Wyndham representatives not to worry about the cost of the upgrade since she would be able to rent it out and actually retain a net profit from the money, and she could start the rentals in the following year (2017) and never have to pay for anything again after that.

26. Wyndham staff told Plaintiff it was an easy process and there was a "Wyndham rental program" she could use.

27. However, when it became time in 2017 to start the "Wyndham program", the claimed "program" did not work, where the Plaintiff tried through the Wyndham Broker for 2 years.

28. Both attempts to rent out Plaintiff's room were unsuccessful, partially because of the required 6-month advance booking notice, which again was a 2017 discovery of false representation made at the point-of-sale.

Use- Bookings

29. The Plaintiff was told that with the upgrade, it would be easy to book rooms and she could do so anytime, anywhere, worldwide which would assure high values for the rental income she would be making.

30. Plaintiff was also told that her bookings would involve luxury 5-star resorts and hotels that she could freely stay at, even for just a week last minute booking as needed.

31. Due to Plaintiff's limited schedule she is only able to take a few days off at a time, so this flexibility in booking seemed to perfectly fit her needs.

32. Unfortunately, the Plaintiff discovered later on that most of the stays actually require a minimum 2-3 night stay and advanced booking, making the timeshare unusable as promised.

33. Due to her work schedule, Plaintiff is unable to plan vacations 6 months in advance, and with the 2017 discovery of false promise concerning bookings, this "upgraded" timeshare is virtually useless.

34. And, even though there were promises that she could book last minute, Plaintiff has rarely been able to book a vacation because of lack of availability, for any accommodations, despite the upgrade.

35. In the six years of ownership Plaintiff has only been able to book three vacations.

36. Each of those vacations involved sub-par accommodations and required heavy advance time for bookings.

Contract Signing

37. During the upgrade meeting, the Plaintiff was subjected to 5 hours of high-pressure sales tactics.

38. The presentation was followed by a quick, fast paced, 10-minute race to sign all the documents presented to her.

39. The documents had “sticky notes” marking the locations for signatures or initials and the contract representative quickly flipped to each location while giving broad explanations (however false) of the pages.

40. The representative brusquely directed the Plaintiff to sign or initial in the appropriate areas while denying her any time to accurately read the documents.

Successor Liability

41. The Plaintiff was told she could consider these points as an “asset” for her future, and she “can” pass it on to anyone she “wanted” to.

42. The representatives informed the Plaintiff that she could leave this timeshare interest in her Will for any future children or heirs of her choice.

43. The staff never mentioned the rising fees or that the debt would be automatically forced upon the Plaintiff’s future children or current siblings.

44. Plaintiff is sure that she never would have signed any of the contracts (the original contract or the upgrade) if it had been disclosed that there was any debt liability, whatsoever, that could ever be transferred to her future children or current siblings.

Public Offering Statement

45. The Plaintiff was given a Public Offering Statement with a stack of other papers after the contract signing.

46. Plaintiff was not told what the Public Offering Statement was or the significance of the document, and she was not given the opportunity or time to read the Public Offering Statement before signing the contract.

Cost per use

47. Wyndham convinced Plaintiff to sign up for the upgrade so that she would: (1) cover all her costs; (2) have a future resale profit; and also, (3) have greater availability to make it easier to book vacations – all in later years discovered to be false.

48. Between the two purchases the Plaintiffs Mortgages were about \$80,000 with high interest that would essentially double the obligation amount plus rising annual fees, that amounts to about \$170,000 in total liability.

49. Following Plaintiff's current use pattern, of one vacation every two years, assuming Plaintiff could book one week at a time (despite her current work restrictions), and taking into account the rising maintenance fees, booking fees and mortgage obligations, she would be obligated to pay about \$28,000 per week in the span of her 10-year ownership.

50. This is cost of over \$4,666 per night which is approximately 2300% more per night than what it would cost as a non-Wyndham owner (i.e. the general public) booking online.

51. And, this is available to the public every day with minimal effort, and a vast amount of choices, making the harsh over charge to Wyndhams owners an act that would appear to shock the conscience of a neutral observer.

Hidolina and Abraham Miranda

1. Hidolina and Abraham Miranda (“Plaintiffs” herein) are San Jose, California residents who purchased a timeshare from Wyndham Resorts in 1997, but in 2016, 2017 and 2018 in Nevada they were told they had to upgrade to protect their prior investment(s).

Predatory Lending

2. In 2016, it was necessary to upgrade about \$12,000 because the Plaintiffs were not getting the bookings they used to get [in defiance of preexisting duties] for over 20 years.

3. In 2017, they had to upgrade again, and again for about \$12,000 in order to secure the promised vacations [bait & switch] made in the 2016 upgrade.

4. And again in 2018, for about \$15,000 the Plaintiffs were required to upgrade to finally get to use the use privileges they were promised throughout the prior upgrades and to additionally get extra benefits [false inducements] that were part of a new program.

2018 Upgrade Presentation

5. While on vacation, Plaintiffs were invited to attend a “free breakfast” with gift certificates for additional vacations, but it turned into a group presentation followed by 3 hours of sophisticated 1-on-1 trust building with Wyndham Management infusion, to explain the ultimate program.

6. Once seated with a Wyndham sales representative, Plaintiffs were told that their current timeshare package did not give them enough points to take the types of trips they wanted to go on, and it would not get better unless they upgraded to this new program.

7. The Wyndham sales representative made Plaintiffs believe that he was looking out for their best interest and trying to get them the best price for the most amount of points that would finally achieve all their vacation goals with included benefits like car rentals for free.

8. Feeling like they wanted to make sure they protected their prior investments in their vacation opportunities, and trusting Wyndham Management that assured the Plaintiffs that this particular upgrade would solve all their prior package deficiencies, the Plaintiffs agreed to upgrade their timeshare package one final time.

Value - Resale

9. At the 2018 upgrade in Las Vegas, the Wyndham representative was impeccably professional, and it was different because he was about a 45-year-old gentleman who told the Plaintiffs all about his personal experiences traveling with Wyndham's Worldmark, where he was very believable and therefore trusted by the Plaintiffs.

10. He kept going back to Management who brought over enhanced explanations concerning the contract terms and in the end had made significant discounts, so the Plaintiffs felt they were getting a great deal.

11. In addition to prices "below the current market value", Plaintiffs were told that their increasing points package entitled them to be part of new benefits through a *Silver Elite* status and a temporary *Diamond Elite* status which would provide vacation amenities that included free car rentals.

12. The *Silver Elite* package also included extra, bonus credits that were claimed to last for two years (through January 2020).

13. However, later discovery by the Plaintiffs revealed there were no free cars, and the bonus credits have prohibitive restrictions and expire after a year in a system where you can't get availability until 11 months after you try to book, rendering them completely useless.

14. The reps and Management had over the years, claimed that the Plaintiffs were purchasing a "good investment" that they could sell for profit.

15. At the 2018 upgrade the Plaintiffs were told the reason they were getting a huge special discount was because they were long-term owners (over 25 years) and Wyndham wanted those owners to benefit from an upcoming change (an increase) to the points prices.

16. Wyndham staff, including Management, told the Plaintiffs that the value of the points would be "doubling" very soon, so by acting right away, their long-term owners could benefit.

17. The staff said that long-term owners who had upgraded recently, were qualified for this special pricing.

18. So right then, the Plaintiffs could purchase for a huge discount for long-term resale profit (doubling the resale value), and the upgrade would also give them a tremendous vacation value in the future, relative to what they were paying.

Use- Bookings

19. Wyndham sales staff promised Plaintiffs that the upgrade would give them enough points to travel to worldwide, including European locations, with all expenses paid for "10 days" any time they wanted to go, and specific 5-star hotels and resorts in Spain and England, and all over the world were shown to Plaintiffs so they had real examples of what was included in their *Silver Elite* package at no extra charge (even rooms with all-inclusive accommodations).

20. Plaintiffs were told the upgrade would specifically cover an England vacation for 10 days that the Plaintiffs wanted to go on very soon.

21. Plaintiffs explained how they wanted themselves and their 18 and 20-year-old daughters to go to England for 10 days.

22. Plaintiffs knew when and where they wanted to stay and Wyndham staff said the entire 10 day vacation including their car rental was fully included in the upgrade package they were buying.

23. This 2018 trip was highly specific and the Plaintiffs repeatedly were assured by staff, including Management, that their points and benefits would cover everything completely.

24. When Plaintiffs tried to book a trip to England they learned that they still did not have nearly enough points for the trip, even if they only went for 7 days, instead of the 10 days that were promised.

25. Furthermore, Plaintiffs spent many thousands and obligated themselves in 2018 for about \$100,000 over the 10 years of the Mortgage (including down payments and prior upgrades factored into the loan, along with separate Maintenance Fees), only to discover they would have to pay many thousands out of pocket to get the 10 days in England they were precisely promised would be included at no extra cost in their package.

26. The entirety of use promises were revealed as an ever-changing use/value fraud scheme, where the Plaintiffs eventually discovered that a 1-week vacation that previously had cost the Plaintiffs 6000 points, just a year later would cost the Plaintiffs 12,000 points for the exact same week and in the exact same location.

27. Despite an over \$100,000 investment in the 2016-2019 three upgrade obligations, the Plaintiffs have little to show for it.

28. Apart from one incentive trip to Cancun, it has been Vegas, Tahoe and Reno, and some trips as little as 4 nights with average accommodations, versus the promises of exclusive 5-star resorts and hotels for all 10-day trips with status benefits.

Contract Signing

29. Plaintiffs signed the upgrade Contract with a non-lawyer, Wyndham employee, and the Plaintiffs were videotaped by the Defendants for part of it, and a licensed real estate agent was involved with furthering the fraud.

30. This licensed Nevada real estate agent, Mr. John David, License # TS000750 was according to the Contract (a Nevada state required real estate license disclosure document that was given to the Plaintiffs, and shall be an Exhibit at trial) the duties owed to all parties are, to not be: (1) deceitful, fraudulent or dishonest; and the license must exercise, (2) reasonable skill and care with respect to all parties; and the license must, (3) disclose any material and relevant fact that licensee knows, or with reasonable care should have known, about the property [text shortened].

31. It appears the licensee has blatantly breached the duties expressly owed to the Plaintiffs.

32. The Wyndham contract closer interpreted contract terms with highly abbreviated summaries and verbally recapped the promises made by Wyndham's staff, including Wyndham Management (noting that such terms did not actually exist in the Contract).

33. Wyndhams contract closer did not allow the Plaintiffs to read the Contract themselves by controlling the rapid flow of paperwork.

34. An example would be the Nevada Public Offering disclosure receipt form, where the Plaintiffs neither reviewed the document (as stated), nor knew what they were signing.

Successor Liability

35. Wyndham staff told Plaintiffs that this new timeshare package with the points doubling in value very soon, was a “valuable investment asset that will benefit your whole family” (their two daughters).

36. The Plaintiffs were also told in 2018, that this upgraded timeshare would be very special because everybody takes vacations, and this would secure those vacations for future generations use and enjoyment.

37. While Wyndham staff including its Management told Plaintiffs what would happen if their children did want to the timeshare, Wyndham staff failed to disclose to Plaintiffs what would happen if their children *did not* want the timeshare.

38. No Wyndham staff member ever told Plaintiffs that the Contract’s “successors” clause would after Plaintiffs’ death, forever and automatically bind their children to all future costs, fees and debts of the timeshare.

39. Plaintiffs stated that they signed because it would have been good for their daughters and their daughters’ children someday, but they never would have signed if they had known that this claimed *investment asset*, would be an inescapable burden upon their family.

Public Offering Statement

40. Plaintiffs were not given the opportunity to review a Public Offering Statement prior to signing the Contract (see ¶33 above).

Cost Per Use

41. Plaintiffs have not received the benefits from the promised upgrades they paid for.

42. However, even if Plaintiffs were able to book a 1-week vacation once a year at an average hotel in Las Vegas, Tahoe, Reno, or even Cancun occasionally, taking into account their past two upgrade total costs in 2016 and 2017, along with their down payments, and their current 2018 mortgage with high-interest and rising maintenance fees over the 10 year Mortgage, the Plaintiffs would pay around **\$100,000** for these uses.

43. Since 2016 through the new Mortgage's pay-off date of 2028, the use-rate compared to the amount paid equates to \$8,333 per week (6 nights) for mediocre accommodations and destinations that are far from the 5-star worldwide accommodations [and not the promised 10 days with free rental cars] as the Plaintiffs were assured at the point-of-sale in 2018.

44. Even without the extra nights and perks, this is still an exorbitant rate when paying nearly \$1,400 more per night with extra booking costs to receive for an average room, so even if it were to cost the extra booking costs plus \$140 per night to effectively book a \$200 per night online room, it would be **1000%** more than the public pays.

45. And, if the Plaintiffs could only book less than a week as the Plaintiffs have experienced in real-world practice, and had been forced to take sub-par motel rooms, it would cost the Plaintiffs about **1200%** more for the privilege of being called a Wyndham “owner”.

Patricia Phelim & Elly Lin

1. Patricia Phelim and her mother Elly Lin (the “Plaintiffs” herein) are residents of California who purchased a timeshare with Wyndham resorts in December 2017 while vacationing in Palm Aire, Florida.
2. Plaintiffs were hoping to recoup and enjoy a vacation, after the loss of the family Patriarch (Elly’s husband and Patricia’s father), unfortunately Wyndham representatives manipulated their feelings and took advantage of their grief.
3. Plaintiffs were told it was valuable points that were a safe investment and would allow the Plaintiffs to travel the world while staying at lavish hotels and resorts and spend valuable time together as a family.

Sales Presentation

4. Plaintiffs were vacationing with family at a friend’s timeshare which was both lawful and should have had no restrictions or duties owed to the Wyndham hotel where they were entrapped into a timeshare sale’s presentation.
5. However, upon check-in, Plaintiffs were told that their entire party (6 people) would need to attend what was described as a “short” presentation, or they would have to pay the entire cost of the hotel booking, even though they received it from a friend.
6. Plaintiffs tried to resist attending the meeting, but were told by Wyndham staff that it was “mandatory” to be able to stay at the resort.
7. The morning after checking in and arriving from a long transnational flight, Plaintiffs and their family (who spoke limited English) showed up for the “short” mandatory meeting.

8. 7 hours later after persistent high-pressure sales tactics, the Plaintiffs finally agreed to purchase a Wyndham vacation ownership under the benevolent terms promised by the Wyndham staff.
9. Throughout the presentation, Wyndham staff gave Plaintiffs and their family members multiple *Mimosas*.
10. While at the presentation Plaintiffs met “Chet” a man who claimed to be related to the family that owned Wyndham.
11. Chet had *special insights* that he shared with the Plaintiffs throughout the presentation.
12. Chet told Plaintiffs they could make money through the ownership, and Wyndham was committed to public service and helped victims of natural disasters.
13. Plaintiffs themselves are nurses and dedicated to public service, and were thus impressed with Wyndham’s community outreach programs.
14. Plaintiffs couldn’t double-check any of this information since they were told from the beginning that using their cell phones (these were smart phones that could go online) was prohibited for the entire presentation.
15. Chet and other Wyndham employees described the ownership as an affordable investment and money-making asset that could benefit their family.
16. When Wyndham and Chet discovered that Plaintiffs had recently lost the family Patriarch in an unexpected death, the Wyndham staff preyed on the Plaintiffs’ grief and emphasized the ability for the family to use the Wyndham membership to heal, take vacations, and be together in the difficult times to come.

17. Wyndham staff told Plaintiffs that with the points they purchased they would be able to take multiple vacations wherever they wanted to go, worldwide, with their whole family because they could do so with all the points they would have.

18. Wyndham staff and the close family member of Wyndham's "owner" sold the Plaintiffs on the advantages of the point system.

19. The points would allow them to swap destinations easily and stay at luxurious two-bedroom suites for far less money than the average quality hotels booked online.

20. Not only would they have the flexibility of points, but according to Wyndham reps, the Plaintiffs would also own "real estate" because it was "deeded property".

21. Plaintiffs spoke with Wyndham reps about their desire to go to New Zealand, and were told that a 5-star vacation there would be included with this purchase.

Predatory Sales Practices

22. A Wyndham rep told Plaintiffs that the price of the particular timeshare that they would be purchasing was below market value with equity built in, but it was available for that day only due to an "end-of-season" sale.

23. Wyndham staff told them the membership was easily worth over \$55,000 in market resale value, but since *Chet* liked them and they worked in the service industry too, they only needed to pay \$29,000, leaving Plaintiffs with the impression that this real estate transaction had at least \$25,000 in equity built into the purchase.

24. Despite the good deal, the Plaintiffs still conveyed their reluctance to buy any sort of vacation ownership multiple times over the course of 7 hours, and each time *Chet*, the close

relative of the owner of Wyndham, would come back with explanations of more features, additional points, free trips, and ultimately lowering the price to help out the Plaintiffs and their family in their time of need after their Patriarch's passing.

25. When Plaintiffs said they couldn't afford the down payment, Wyndham staff brought out forms and signed them up for PayPal.

26. Plaintiffs were told they could pay off the down payment for 0% APR for 5 months, and they wouldn't have to pay anything up front.

27. Within a month, Wyndham sent Plaintiffs off to collections.

Value - Costs, Rental and Resale

28. At no point were Plaintiffs warned by Wyndham staff that maintenance fees would rise, nor were they told about the special assessment fees they were charged.

29. The Plaintiffs also were not warned about the cost for RCI trades, housekeeping, or any other additional fees Wyndham resort has charged Plaintiffs.

30. Plaintiffs were required to pay a large amount of costs for "room service fees" where they are still asked to clean up the room before departing or get even more extra charges.

31. During the presentation Chet let the Plaintiffs in on a couple of the "secrets" and told the Plaintiffs they could sell some of overage of points they had in order to cover the cost of the timeshare, and even rent out their time to make an annual income.

32. In fact, the *Wyndham family close relative to the owner* had recently rented his property out during a sporting event and made \$10,000.

33. Chet said that all the Plaintiffs needed to do is let Wyndham handle it, and it would easily cover the cost of ownership, and they would also make a good profit.

34. When Plaintiffs called to try to rent out their property, Wyndham informed them that to be able to do so, they must first “upgrade” their timeshare to obtain *Gold* status.

35. Wyndham representatives and the family member (Chet) told Plaintiffs that because of the desirable location of being close to Disneyworld and the beach, the value of their “deeded property” would only increase with time.

36. Plaintiffs were told that should they ever desire to sell, which was unlikely because of the great benefits, they would easily make a substantial profit and there was a whole Wyndham team that would be able to help them.

37. Plaintiffs agreed to purchase the membership, relying on Wyndham promises of \$30,000 built-in market resale value and an easy resale if they just let it appreciate a couple of years, but the Plaintiffs later discovered that selling their timeshare was impossible.

38. Plaintiffs contacted Wyndham and tried to resell their “property”, but the only offer they received was for \$500 and required the over \$20,000 Mortgage to be paid-in-full and the fees to be current. Their listing according to the Plaintiff’s discoveries, was “lost in the black hole of the internet with no hope of making a profit.”

Use - Bookings

39. Plaintiffs were promised ease of use, but every time they needed something booked, it took multiple phone calls before Wyndham would return their phone calls.
40. When Plaintiffs scheduled their highly specific promise to take a New Zealand trip with the Wyndham points, the booking was confused with an Australian booking.
41. When the Wyndham staff refused to fix the problem, Plaintiffs chose to cancel the vacation, but didn't realize they were going to be charged a cancellation fee.
42. Plaintiffs were never able to book that promised vacation to New Zealand because of severely limited availability and short booking windows.
43. Instead, the Plaintiffs received an Australian vacation in a 2-star Hostel, in a room without a telephone, and with a broken dryer that smoked up the room. When the smoke detector failed to go off, Plaintiffs had to yank the dryer open to stop it, otherwise it could have caught the room on fire.
44. Plaintiffs were told that their 200,000 points would secure multiple international vacations every year at magnificent resorts and hotels.
45. Plaintiffs were ultimately forced to book through "RCI" (unknown as created and controlled by Wyndham) where artificial rules made them lose their booking before their points could possibly transfer over.

RCI's Clandestine Role – Frustration of Purpose

46. The role of “RCI” was created by Defendant Wyndham to do exactly what it did to this Plaintiff.

47. Plaintiff herein was unable to book “through RCI” the specified destination they were promised by Wyndham (New Zealand) and were denied the quality of accommodations Wyndham promised (a 5-star resort in New Zealand), even though these promises were promised by *itself*, in that Wyndham created and controlled RCI, despite its claims to the Plaintiff that RCI was a third-party booking company.

48. RCI instead forced the Plaintiffs to accept a 2-star \$80 per night *Hostel* on the wrong continent, in the wrong country, Australia.

49. RCI’s acts [which are Wyndham’s own acts] prevented the Plaintiffs from the precise New Zealand booking as promised, which they had to pay tens of thousands in financial commitments (about \$65,000 over the ten-year Mortgage period) with high-interest and ever-increasing maintenance fees to book an \$80 a night room on the wrong continent.

50. RCI [Wyndham] frustrated the ability of the Plaintiffs’ *use* in a *use rights* contract.

51. RCI later told the Plaintiffs they would have to upgrade just to perform promised benefits (see ¶35 above).

52. Thus in the end, RCI’s clandestine role was more than cutting down the delivery of promised services (i.e. cutting costs by preventing promised use rights), as RCI was actively creating new revenue streams for itself [as Wyndham] through fabricating the impetus for upgrades (here, the fabricated benefits associated with a *Gold* status).

53. Assuming RCI's role as a wholly owned subsidiary of Wyndham, that makes Wyndham liable to the Plaintiffs for the facts herein that are fraudulent that were committed by RCI.

54. If Wyndham is to claim that RCI is a true third party, even though they both are located at the exact same address in the Wyndham corporate headquarters in 6277 Sea Harbor Drive, Orlando, Florida 32821, that separation would make the Plaintiff's facts applicable to RICO Act violations of two conspirators using fraudulent means to obtain monies.

55. In either case, Wyndham and RCI or Wyndham/RCI committed fraud against the Plaintiffs herein.

Contract Signing

56. After 7 hours of high-pressure sales tactics and feeding the Plaintiffs with *Mimosas* along with, continued [false] reassurances from Wyndham staff and the close family member of Wyndham's "owner", the Plaintiffs finally agreed to purchase the timeshare.

57. The Plaintiffs were told that they could not take the documents home to look them over, since it was a "now or never" deal and "all of the benefits will be gone."

58. Instead, Wyndham representatives handed Plaintiffs a Kindle with the documents and told them "it was all in there".

59. Within minutes of agreeing to make the purchase (a process that took an unrelenting 7 hours), the Plaintiffs were rushed through the entire Contract by a non-attorney Wyndham rep who gave cursory explanations of the Contract's legal terms with abrupt directives of where to sign or initial.

60. Plaintiffs were not given time to read the Contract's content on their own, and the entire process was finished in a matter of minutes.

Statutory Rescission

61. One Plaintiff had once before attended a different company's timeshare presentation and was pressured to sign, and then decided to rescind later, where her money was refunded and the timeshare contract was cancelled.

62. Plaintiffs wanted to cancel the Wyndham Contract upon returning home only a few days after signing, but were unable to reach Wyndham representatives to do so.

63. Wyndham staff failed to disclose the deadline for Plaintiffs to rescind the Contract, and even though their contract closing rep., "Giselle Peralta" said to call her if there were any problems, she never returned their calls to cancel.

64. Plaintiffs provided written notice to Defendant Wyndham before the statutory deadline, sent by U.S. mail containing their intent to Rescind the Contract.

65. Plaintiffs called Wyndham after the deadline to discuss the written notice that was sent before the statutory deadline, but Wyndham's staff claimed:

- (1) Wyndham had never received the notice;
- (2) that the Plaintiffs must have sent the rescission notice to the "wrong address";
- (3) the notice was "probably lost in the mail".

66. Wyndham cited to the Plaintiffs the previously undisclosed rescission deadline along with the multiple excuses above, but refused to let the Plaintiffs out of the properly rescinded Contract.

67. Plaintiffs have insisted that they sent their rescission notice to the right address within the statutory deadline, and as such would arguably, in good faith, seem to make the Plaintiffs entitled to an order for Judicial Rescission to effectively protect their cancellation rights as mandated under the law.

Successor Liability

68. The Wyndham reps told the Plaintiffs that the “property” they were purchasing was a “valuable asset” that would “improve your standard of living”.

69. Plaintiffs were further told that they “could” leave this valuable property to their children or grandchildren in their Will.

70. Plaintiffs were never told that under the Contract’s “successors” clause, their children would be automatically and forever liable for future fees and costs derived from the Contract.

See Contract, Page 3 at ¶17 entitled “General Provisions”.

71. The successor clause was buried in legalese that no lay person would recognize as legally binding their children and successive generations to ceaselessly increasing maintenance fees, which appears to create a latent and severe *Unconscionable* outcome.

72. If Wyndham staff had properly disclosed vital terms of the Contract at the point-of-sale, or even just the existence of a “successors” clause with family liability, Plaintiffs have stated that they would never have agreed to sign the Contract.

73. As a result, with proper disclosure it would have been certain that no contract would exist between the parties.

Public Offering Statement

74. Wyndham staff never gave Plaintiffs any Public Offering Statement (POS) or time to review such a statement with its consumer warnings, at any time before discussions regarding the timeshare with the Wyndham sales representatives.

75. And equally, there was no time provided for the Plaintiffs to read a POS during, or prior to, the Contract signing process.

Cost per Use

76. In the less than 2 years of ownership, Plaintiffs were only able to book 1 vacation using their timeshare. The location was not the high-end, exclusive destination resorts as promised (See ¶21 and ¶40-42).

77. When Plaintiffs attempted to book the international destination at the 5-star resort in New Zealand that they were promised at the point-of-sale, they were met with RCI [Wyndham] forcing them to put up with an \$80 *Hostel* on a different continent (see, ¶48).

78. In essence, the Plaintiffs' investment in timeshare ownership was without any financial benefit and was far more costly than booking online that would have been as simple as selecting a desirable hotel and paying for it.

79. If the Plaintiffs continued to book just one stay for a week every other year for the next 10 years, while taking into consideration the down payment, the rising Maintenance Fees, and the Mortgage with high-interest, the Plaintiffs would have paid a total cost of about \$65,000 over the 10 years of the Mortgage.

80. That amounts to \$13,000 for each 6-night week.

81. That cost is about \$2,200 per night, for an \$80 a night Hostel accommodation they were placed in.

82. Thus, the public can book a room online in 1 day with great ease and vast selections for about 2700% less money than the Plaintiffs were forced to pay as Wyndham “Owners”, which would appear to be a very *Unconscionable* result.

83. And even if the Plaintiffs somehow received a room in the U.S. that books online for \$150 per night, that still would be about 1500% more for the Wyndham owner which still appears to be harsh and unacceptable for an “owner” that was promised “lavish” accommodations for spending tens of thousands of dollars.

Doreen and Stanley Phillips

1. Doreen (72) and Stanley (73) Phillips (“Plaintiffs” herein) are Washington residents who were on vacation in 2016, and while walking through a Branson, Missouri Welcome Center looking for area information, they were talked into free tickets for a “short” presentation.

2. After 5 hours of sales, the Plaintiffs had purchased a timeshare through Wyndham Resorts, but they did not discover that there were false promises until 2017 (booking attempts) and discoveries in 2018 (no resale value and successor liability in the contract).

Sales Presentation – Predatory Sales Practices

3. Plaintiffs were enticed to attend a sales presentation with the promise of free event tickets, where they only had to attend, but had no obligations to buy anything.

4. Plaintiffs spoke with a Wyndham sales representative named “Robert Sochocki Jr.” and when the Plaintiffs tried to say “no” Wyndham Management stepped in to persuade the elderly couple, and this sequence of tag-team pressure lasted for 5 hours.

5. Mr. Sochocki Jr. originally offered Plaintiffs a \$100,000 points package that they flat out refused, stating that they couldn’t even afford to go on another trip for a long time.

6. Plaintiffs are an elderly couple that kept trying to say “no” nicely, and repeatedly told Wyndham sales staff that they could not afford a timeshare because of their fixed income.

7. Plaintiffs informed Wyndham that Stanley Phillips was on disability and both Plaintiffs were on social security and tried to make it clear they did not have extra money for timeshares.

8. Eventually, after 5 hours of high pressure, these seniors were physically and mentally drained by aggressive sales tactics and capitulated to the sales staff and Wyndham Management's persuasion they made the Plaintiffs get a Wyndham credit card for \$10,000 in order for this impecunious, elderly couple to make a purchase.

Value - Resale

9. Several different Wyndham staff members told Plaintiffs that they had never seen the "guy upstairs" authorize hundreds of thousands of "bonus points" for this incredible price, but the fact was that the bonus points were useless because the Plaintiffs could not afford the airfare, meals, or car rental (i.e. another vacation) until the bonus points would have expired (which is exactly what happened in practice).

10. As a contrived strategy, throughout the 5 hours, Mr. Sochocki Jr.'s wife repeatedly called his phone asking where he was and why he was so late, and when Sochoki was finally demanding that the Plaintiffs sign, he used these calls to pressure the Plaintiffs.

11. When Plaintiffs asked for time to think about the offer, Mr. Sochocki Jr. told them that he did not have time for them to think because they may lose the incredible offer that was below the market resale value and had money built into the purchase.

12. Plaintiffs were told they were just lucky that day that the guy upstairs made this older couple, who didn't have any money, an exceptional deal to help them out and Sochocki pressured the elderly couple telling them that they would be *total fools* not to take advantage of this built-in equity, and they had to buy it now or it would go away.

13. The reps said it was valuable “deeded property” with hundreds of thousands of points, plus bonus points, and along with the “property ownership” interest that the Plaintiffs could hold and transfer the “asset” to their children.

Predatory Lending Credit Card Payment

14. Plaintiffs made clear to Wyndham staff that they could not afford a timeshare, and had no money that they could devote to the purchase.

15. Wyndham staff pressed Plaintiffs to open and pay the entire cost on a Wyndham credit card, a Barclay’s credit card on the back, telling Plaintiffs that it was best option and the way everyone did it (actually, paying the full price on a credit card was not done by any of the other Plaintiffs herein who received Mortgages from Wyndham).

16. Through this method, Wyndham got paid immediately as a down-payment-in-full to payoff of the full purchase price, and put the credit card under Doreen Phillips’ name.

17. Plaintiffs are still paying of the credit card debt and struggle every month to just come up with the minimum payment amount to make sure the good credit they have worked their whole lives to secure is not tarnished.

18. After 5 hours of trying to resist every offer, the Plaintiffs were psychically tired and emotionally strained and they said they felt like they had no choice (health-wise and mentally), but to agree to the purchase of the \$10,000 timeshare interest just to get out of there without health consequences, and to finally end this 5-hour ordeal, which according to what they were told, by Wyndham staff, including Wyndham Management was an exceptional, low price (never seen so low before) and definitely made good financial sense as an investment.

Specific Use Promises

19. Although Plaintiffs could afford to travel, except rarely, Wyndham sales representatives promised Plaintiffs high end rooms in desirable locations at any time.

20. Plaintiffs were told that it would be like taking a “free vacation” because they would be getting access to great facilities at no additional cost to them.

21. Wyndham sales staff promised Plaintiffs that all they needed to do was call the provided number and someone would set everything up for them.

22. Discovery of mistruths began to surface in 2017 when Plaintiffs tried to use *bonus points*. Plaintiffs had previously told staff they couldn’t book even a free booking for a while (no money), but this expiration rule was never disclosed at the point-of-sale.

23. When the Plaintiffs called to book a room using their regular points, a Wyndham representative told them that they would need to pay to use the room but they would offer a 35% discounted rate.

24. When the Plaintiffs called to get that 35% discount room it was for a week in North Carolina, and the Wyndham representatives told them that they simply did not have enough points to cover the week and would need to pay the extra money to book the room.

25. Now, Plaintiffs have discovered that, despite paying \$10,000 upfront, they do not have enough points to book one decent room for even one night without paying an extra cost.

26. Of the rooms that Plaintiffs *might* be able to afford, they look more like motel accommodations than the 5-star promises made by Wyndham staff, and this discovery was just the beginning of later discoveries in 2018 about their claimed equity and resale value.

27. Also discovered in 2018, with the assistance of Plaintiffs lawyer, was the eventual financial liability to their children upon their demise due to their Contract's *successors* clause.

Contract Signing

28. Exhausted and feeling mentally drained by the 5-hour sales process with aggressive Wyndham representatives, including Wyndham Management, Plaintiffs agreed to a purchase that appeared to be profitable even if they didn't have money for the investment, but the credit card seemed to solve that too.

29. Plaintiffs were told the purchase was for "Deeded Property" with 100s of thousands of points thrown in, where they had to buy that day, so in the end they trusted the guidance of Wyndham's Management.

30. Two non-lawyer Wyndham employees, a male and female, took them to a different room, rapidly putting page after page in front of the beleaguered Plaintiffs and indicating where the over 70-year-old Plaintiffs should sign.

31. The non-lawyer Wyndham employees glossed over the terms of the Contract with their own interpretations, but did not give Plaintiffs the time or opportunity to read any of the pages in full or the terms they contained.

32. By this time, the Plaintiffs were just trying to survive, and they just needed to end the highly stressful ordeal.

Public Offering Statement

33. Plaintiffs were not given the Public Offering Statement documents and the time to read them before agreeing to the terms of the Contract, nor before the Contract signing.

Successor Liability

34. Plaintiffs were told the timeshare was a substantial financial asset that they “could” pass down to any or all of their 5 children, where those children could enjoy use of the timeshare for the future or sell the appreciating asset if they ever needed the money.

35. Plaintiffs were never made aware that (in addition to the total lack of value) the Contract would automatically bind those same children to ever-rising maintenance fees under the “successors” clause.

36. Plaintiffs never would have signed if they knew any that any form of annual obligations, whatsoever, could be forced on their 5 children or their 7 grandchildren.

37. This liability to family members (children and grandchildren...) comes as a horrific shock to the Plaintiffs at their age.

Cost Per Use

38. Plaintiffs do not have the money to pay the additional costs [undisclosed at the point-of-sale] associated with booking their own timeshare and have therefore never been able to use their points in the 3 years of ownership.

39. Plaintiffs are also charged every 3 months for some random perk that they don't even know what it does for them (\$59.00 quarterly, and please note all of the Plaintiffs' charges discussed below are rough approximations subject to further discovery from Defendants.

40. However, if Plaintiffs were able to book a mediocre room in North Carolina, given their best offer of a 35% discount (see ¶23 and ¶24 above), taking into consideration the inflated interest they now owe on the Barclay's credit card debt and Wyndham's ever increasing

maintenance fees, Plaintiffs would be paying an adjusted cost of perhaps \$28,000 over 10 years for a use-rate of 2.5 uses, or approximately \$11,000 per week.

41. Thus, Plaintiffs would pay \$1,833 per night for an average motel room, figured at \$150 per night, or about **1200%** more than the public pays online.

Richard and Nancy Robinson

1. Richard Robinson (72) and Nancy Robinson (83) are an elderly couple (the “Plaintiffs” herein) are residents of Nevada who purchased a timeshare with Worldmark by Wyndham resorts in 2010.
2. Following that purchase, Wyndham upgraded this elderly couple 3 separate times, the most recent upgrade being in 2016 while vacationing in Maui, Hawaii.
3. The Plaintiffs have since discovered, in 2017, significant mistruths regarding promised value and promises related to vacations, and in 2018, the Plaintiffs learned of the liability to their children (the *successors* clause) through their attorney, as well as other egregious actions by Wyndham discovered in 2018.

Upgrade Sales Presentation

4. The Plaintiffs were in Hawaii celebrating a birthday when they were enticed to attend a *one hour* “Owner’s Meeting” with the promise of vouchers for “10 free RCI weeks”, however these “10 free” RCI weeks were later discovered in 2017 to be un-bookable because RCI takes 11 months advanced time to book anything, and the free weeks expired before the Plaintiffs could possibly book them (noting that RCI is controlled by Wyndham, which the Plaintiffs did not discover until 2018).
5. During this *1 hour* “Owner’s Meeting” the elderly Plaintiffs were held for 5 hours and taken advantage of by Wyndham staff and Management who used relentless high-pressure sales tactics to persuade Plaintiffs to upgrade for a third time.

6. Plaintiffs were told that this upgrade would be a valuable and safe investment because this package would allow them maximum ease in booking and permit them to freely book more destinations than ever before.

7. With this upgrade, Plaintiffs could travel wherever they desired, at the smallest notice.

8. Wyndham staff claimed, “we are all” licensed Real Estate Agents, explaining that they all had “duties of honesty owed to buyers.”

9. The Plaintiffs were told by Wyndham Management that they could trust the Real Estate Agents specifically, because they were licensed Hawaii Real Estate Agents subject to Hawaii real estate laws and therefore trustworthy on real estate matters.

10. Throughout the 5 hours, Plaintiffs told Wyndham staff that they were not interested in any kind of upgrade since Plaintiffs were about to refinance their home and another property, and they actually needed to pay-off their prior Wyndham contract.

11. With each refusal, Wyndham staff and management continued to pressure the elderly Plaintiffs to upgrade with the promise of equity value, and added benefits, such as better rooms and more availability with more points so they could easily book multiple rooms (to fit more family members).

12. Plaintiffs were told that they were getting a “Foreclosure Property” just taken in, and it was a paid down with \$7000 in equity that meant a discount to \$41,000 for the upgrade purchase.

13. Representatives (including Karina Long) and Wyndham Managers repeatedly told the Plaintiffs that they would have lots of “extra points” built in by purchasing the *Foreclosure Property*.

14. Wyndham Management emphasized that the extra points would save the Plaintiffs more money because now they could use their points for airfare, and to pay-off their maintenance fees each year through a “Rewards” program because they would have so many extra points.

15. In addition, this 2016 upgrade came with a *Platinum* level membership for 18 months which was supposed to give the Plaintiff “preferred access” to luxury resorts and prestigious hotels, but this was later discovered in 2017 to be untrue.

16. Plaintiffs repeatedly told the Wyndham representative and management that their priority was the refinance underway, and thus a pay-off was planned for the end of February so they could not do anything until that time.

17. Defendant Wyndham promised Plaintiffs that if they signed the paperwork that day, Wyndham would wait to “file” the paperwork until March.

Predatory Sales Practices

18. Plaintiffs arrived on their vacation believing that later that month they would have a refinance loan and be able to pay off their second upgrade, a Wyndham contract, which would make so their Mortgage obligations to Wyndham be paid-in-full.

19. However, after leaving the new Upgrade presentation, Plaintiffs had two contractual obligations merged together, and \$52,000 in debt with a higher interest rate and larger monthly payments (\$800).

20. Plaintiffs were absolutely promised a pay-off letter of the prior mortgage that wasn’t available as promised, as their old mortgage balance was simply consolidated by Wyndham into the upgrade loan.

21. This caused their monthly payments to be drastically higher than promised by the Wyndham staff (which was comprised of licensed Real Estate Agents with a duty of honesty to not deceive buyers and Wyndham Management).

Value - Costs, Rental and Resale

22. Wyndham staff promised Plaintiffs that their maintenance fees would only increase by only about \$5, at most (a 2% cap).

23. Unfortunately, the actual cost was extremely above the 2% cap, and Plaintiffs' maintenance fees have risen to \$352, a \$110 increase from their previous upgrade (a nearly 50% increase).

24. Wyndham staff informed Plaintiffs that not only was their new foreclosure property paid down, but it had "built-in profit per share".

25. Because of this profit, the Plaintiffs would have so many extra points, that they could rent these points out for a profit.

26. In fact, Wyndham representatives and Wyndham Management told the Plaintiffs that with the *Platinum* level, it would almost be like being a travel agent because booking for other people would be fast and easy, allowing the Plaintiffs to make a substantial yearly income off of their Wyndham membership.

27. Wyndham representatives assured the elderly Plaintiffs that if they had any difficulty renting the points out, the Plaintiffs could simply call Wyndham and they would be happy to help.

Use - Bookings

28. Prior to purchasing the third upgrade, Plaintiffs were able to book a Wyndham vacation with family, staying in two separate rooms.
29. With the new *Platinum* membership, Plaintiffs could no longer book the desired vacation in Hawaii with their family, and actually experienced a *downgrade* from their previous situation.
30. The Plaintiffs were only able to book 1 room, not the promised 2 rooms, in Hawaii and that room had to be booked 12 months in advance, and the claimed “waitlist” which RCI said existed, was filled, so a Hawaii vacation was not possible [noting RCI is Wyndham].
31. RCI/Wyndham informed Plaintiffs that the only way to book the promised 2 rooms in Hawaii was, “you must upgrade again.”
32. As a result, the whole point of the Upgrade purchase was foiled by RCI (i.e. Wyndham’s creation and *alter ego*) by restricting their second room (for their children) until the following July, when it was a complete impossibility to book together.
33. The only vacation the Plaintiffs were able to book with two rooms was to go to Branson, Missouri which is nothing like Hawaii, and where the actual accommodations were far below the luxury standard promised.
34. Due to the long waitlists and difficulty booking their vacations, the Plaintiffs were only able learn the mistruths regarding accommodations a full year after signing the contract, making the deception discovery in 2017.

Contract Signing

35. At the time of the upgrade, Plaintiffs were 72 and 83 years old, and this grueling 5-hour ordeal with Wyndham's aggressive push to upgrade, was simply too much for them to handle.

36. Plaintiffs became psychically and mentally exhausted and simply wanted to return to their children and grandchildren to enjoy the birthday celebrations.

37. After 5 hours of frustration, and continued reassurances from Wyndham staff (including the delayed activation until March), Plaintiffs agreed to the purchase.

38. Plaintiffs felt like the only way to leave the room was to sign the documents, so they trusted that Wyndham staff (including reassurances from Wyndham Management) would follow through with delaying the entry of their paperwork until March when Plaintiffs had resolved their other refinancing plans.

39. Within minutes of agreeing to the purchase (that took an unrelenting 7 hours), the Plaintiffs were hurried through stacks of paperwork, with a big cover sheet, by a non-attorney Wyndham contract closer who rapidly got the Plaintiffs' signatures.

40. This Wyndham staff member offered cursory explanations of all the contract terms and gave directives of where to sign, while constantly repeating to the Plaintiffs, "you are getting such a great deal".

41. Plaintiffs were not given time to read the Contract's content on their own, and the entire process was finished in a matter of minutes.

42. The trusting, elderly Plaintiffs were told that everyone was a licensed Real Estate Agent, and because of this representation Plaintiffs were sure that it was just like a regular real estate transaction, with professional licensure duties owed to the buyers, and the Wyndham representatives would be required by law to disclose and not to use deception, and therefore would tell Plaintiffs if there was anything important they needed to know.

Statutory Rescission

43. The day after signing the Contract, the Plaintiffs were notified that the paperwork had already gone through, instead of being delayed until March as promised (see ¶17 above.)

44. Plaintiffs immediately sought out the Wyndham Manager to complain.

45. The Manager dismissively informed Plaintiffs that there was nothing she could do, but that the Plaintiffs just needed to file a complaint to the problem with Wyndham's "Finance Department."

46. Immediately upon their return, Plaintiffs called the Wyndham Finance Department as instructed.

47. Plaintiffs were bounced between Finance and Customer Service with no resolution to get out of the prematurely "filed" contract, but instead conversations were shifted towards the possibility of another "upgrade" that would allow them to lower their monthly obligation.

48. Plaintiffs clearly followed up with Wyndham in a reasonable amount of time and openly discussed their displeasure with their Contract, and as such, they were making a *de facto* request for a Rescission within the statutory rescission period.

49. However, no Wyndham employees, including the Manager, ever informed Plaintiffs of their right to rescind the contract, or offered assistance, despite the fact that it was clear (the following day) that the Plaintiffs desired to cancel the Contract.

50. Accordingly, the Plaintiffs appear to be, as a matter of good faith argument, entitled to a Judicial Rescission to effectively uphold the legal mandate that Defendant denied them.

Successor Liability

51. In less than 10 years of ownership, Plaintiffs' maintenance fees have risen from the original \$56/month to \$352/month, a 600% increase, and the multigenerational calculations at this rate are astronomical.

52. The Wyndham representatives told the Plaintiffs that the timeshare was an *asset* and they "could" leave it to family in their Will.

53. Wyndham staff told Plaintiffs that the timeshare would be good for their 5 children and their 5 grandchildren to use and the Plaintiffs "can" leave it as a *legacy*, as an asset for some or all of their family members to sell.

54. Wyndham staff said that the "deeded property" would be part of the Plaintiffs' "estate" to pass along as they may choose.

55. At no time did any Wyndham staff tell Plaintiffs that the Contract had a "successors" clause (buried in legalese) that would automatically, and in perpetuity, bind all of their children (and someday their grandchildren...) to all of the resort's financial obligations for the interest.

See Contract, Page 3 ¶19, "General Provisions".

56. If Wyndham staff had properly disclosed vital terms of the Contract at the point-of-sale, or even just the existence of a “successors” clause with family liability, Plaintiffs would never have agreed to sign the Contract.

57. As a result, the Plaintiffs are very sure that if they had any disclosure of such debts, no contract would exist today.

Public Offering Statement

58. Plaintiffs received a Public Offering Statement in their stack of paperwork, but Plaintiffs are certain that they were never afforded the opportunity to read through the packet prior to signing the Contract.

Cost per Use

59. Plaintiffs were merely a few months away from reducing their debt by a drastic amount when they were convinced by Wyndham representatives to purchase an upgrade.

60. This upgrade was supposed to provide them with more opportunities to vacation with their family, while reducing the cost and allowing them to make some money.

61. Importantly, Wyndham was to delay the purchase until March to permit the Plaintiff to pay-off the existing Wyndham loan, and protect their refinancing loan.

62. All of these promises proved to be false, and Plaintiffs have experienced less availability since upgrading.

63. Assuming the Plaintiffs had been able to book a comparable room in Hawaii [which is not possible yet] (and based on their experience in Branson would be similar to a mid-range

hotel) for the promised week-long vacation every year for the next 10 years, taking into consideration the interest laden mortgage and increasing maintenance fees, they will pay about \$105,000 over the span of the 10 year Mortgage.

64. That amounts to \$10,500 for each 6-night week.

65. That cost is about \$1,750 per night, for a \$183 stay at what the nicest available [to the Plaintiffs] Wyndham resort in Hawaii, which happens to be a 3-star *Days Inn*.

66. Thus, the public can book a room online in 1 day (versus up to 11 months) with vast selections (versus non-availability) for about 950% less money than Wyndham "Owners" must pay which appears to be an *Unconscionable* result.

Friah Rogers

1. Friah Rogers is a 76-year-old widow (“Plaintiff” herein) and an Eugene, Oregon resident who purchased a timeshare in Depoe Bay, Oregon through Worldmark Resorts in 2016 and then was upgraded in 2018 (there may be more upgrades in this time frame). *See, next to last Section.*

Original Presentation

2. Plaintiff had previously purchased a Wyndham timeshare from a private individual when her husband was alive through their club from another member, and having had positive experiences, she trusted that her timeshare purchase with Worldmark would be the same.

3. Plaintiff’s timeshare gave her points to use at Worldmark locations, but she understood that to mean she owned adequate points for the locations and hotels that they discussed.

Upgrade Presentation – Predatory lending

4. Plaintiff was invited to attend an “Owner’s Update Meeting” in Depoe Bay, her home resort, and since she wasn’t getting the bookings originally envisioned, she was pleased to attend a meeting *designed to help her get better use* out of her “Worldmark vacation investment”.

5. A very friendly Worldmark sales representative told Plaintiff that she could trust him to make all of her vacation dreams come true, and this was backed up by Wyndham Management, as a Manager with purported high authority told her they were timeshare experts and to trust her rep to lookout for her best interests.

6. The Worldmark Manager came over and echoed what the rep assured her, and that Plaintiff could trust that the Worldmark sales team would get her the best price, and that anyone, no matter their financial situation, could afford a Worldmark timeshare “investment”.

7. Plaintiff was very hesitant to add more points and repeatedly told Worldmark sales staff (who never left her alone in the many hours she was there) that she did not want to spend more money to upgrade her timeshare.

8. Worldmark sales staff convinced Plaintiff to sign up for a Wyndham credit card (Barclays credit card on the back), as a way to avoid any payment that day and allow her to pay it off in smaller amounts. Plaintiff has now discovered that the credit card has an extremely high interest rate and it is impossible to pay off due to her current financial situation

9. These Wyndham upgrades were right in the middle of timing right around the same time period where the Plaintiff became the victim of a con artist (evolving scam over time) that claimed she had won money and after a series of bogus transactions, had stolen \$200,000, however, Wyndham staff ignored this tragedy even though the Plaintiff was in the middle of losing all this money during these upgrades, where all this lost money was depleting the Plaintiff's and her deceased husband's 401k account, along with other savings; as a result, the 76 year old Plaintiff is now dependent on a fixed income.

10. Plaintiff was told she needed more points and the *Diamond Elite* status in order to book the accommodations she desired at any time all around the world, frequently, and with no extra costs, along with increased amenities.

11. Trusting Worldmark sales staff and feeling immense pressure, Plaintiff agreed to upgrade her timeshare.

12. This was the because the Plaintiff was ensured by Wyndham Management that all the use benefits came with a stable and valuable underlying "investment" that was being purchased at well below the market cost which was also appreciating in value.

13. This investment grade feature of the purchase was critical because the Plaintiff had already paid many thousands to *ultimately obtain the money she had won* [the con artist scheme described in ¶9 above] that she detailed and that at that point (in the middle of these Wyndham upgrades) she was beginning to be skeptical about even though she still thought *the money she had won* may pay-off, thus, a stable and safe Wyndham investment was very comforting to the Plaintiff.

14. The Plaintiff was also assured this excellent investment would be wonderful for both of her 2 children that she “could” pass along.

Value and Resale

15. The Wyndham staff including Management, told the Plaintiff that she was getting an exceptional deal because of price reductions that the high-level Manager approved.

16. The market value was said to be going up, and the reason for the appreciation was because the *Diamond Elite* package benefits were so desirable, as was the underlying real estate property that she would own, along with all the additional resorts Defendant was building, which combined together would shoot up her market resale value.

17. If Plaintiff didn’t buy it then, the increases in market value would make the low offer an impossibility in the future.

18. However, if the Plaintiff bought right then, she would have “equity” along with the appreciation that meant she could easily sell it in the future for more than what she paid (noting: Plaintiff did attempt resale 2 years later for as low as \$32,000 (thinking that was the proper value

according to what she was told at the point-of-sale), but received no offers and lost \$1000 to the resale [fraud] company.

19. Importantly, the Plaintiff was told that the resale profit “could” be passed along to her children in her Will so that they would profit from this “valuable asset”.

20. This was further buttressed by the future calls from reps offering the Plaintiff resale properties from other owners, where she was witnessing that other owners were being helped by Wyndham to sell their properties to make more than they paid (yet were still a good deal to buy because the market resale value on the open market had increased so much).

21. Because of the Defendant’s misrepresentations, the Plaintiff thought there was a virtual market for the Wyndham interests to be sold, but given the costs of this and another Wyndham timeshare she was sold, along with the con artist’s victimization for \$200,000 she was preyed upon for just after this sale (see ¶9 above), the Plaintiff had no money, whatsoever, to invest in these “owner resales” no matter how good the promised returns were.

Rental Income

22. In addition to future resale profits, the Plaintiff was promised immediate yearly income to offset costs, making the 2018 upgrade more viable because of all the expenditures the Plaintiff was incurring from the 2016 upgrade, along with payments to the con artist scheme.

23. Because of the massive amount of points that the Plaintiff was receiving in the 2018 upgrade, she was sure to have left over points each year, from which she could easily collect rental money.

24. However, when the Plaintiff checked later on she found out that the rental amount was not that much, and the method of renting was not easy.

25. Furthermore, the Plaintiff was never told that she would have to pay a couple of hundred dollars in extra fees just to be able to rent at all, if finding a renter was even possible.

Specific Use

26. Worldmark sales staff pushed Plaintiff to upgrade to the *Diamond Elite* level, promising that it would give Plaintiff a huge amount of points to use on more vacations and more availability in booking, alleviating any deficiencies in her prior upgrade purchase expectations.

27. Worldmark staff and Management discussed and showed Plaintiff locations in “Hawaii” and “New Zealand” and showed her pictures of their 5-star resorts and hotels all over the world and told her that those would all be available for no extra costs with her upgrade.

28. Plaintiff was promised that she could stay without any extra costs, and book less than a month before she wanted to travel.

29. Worldmark sales staff said that Plaintiff could bank her points as she liked, without mentioning any form of restrictions, and trade them through RCI.

30. Plaintiff was told that the properties she would be able to stay at in the pictures she was shown, were 5-star resorts and hotels that were “only accessible by Wyndham owners.”

31. Plaintiff thereafter discovered that the upgrade did not change any of the issues she had with booking a vacation.

32. Plaintiff still needed to book more than a year in advance (versus “a month” at the point-of-sale).

33. All of the locations Worldmark had shown her that were “included with” the Diamond Elite status and her extra points (with no costs), were only available through RCI (which unknown to Plaintiff was a Wyndham company), and required additional fees and costs that made them cost prohibitive to this fraud victim (see ¶9 above).

34. Plaintiff went online and found out that her “exclusive” bookings were readily available and without any advanced booking requirements, to anyone in the general public all over the web.

Contract Signing

35. Plaintiff signed the upgrade Contract with a non-lawyer, Worldmark employee.

36. Plaintiff again emphasized and checked that there would be no further costs if she agreed to sign, and was assured that those were the terms of the contract by the non-lawyer Wyndham employee [contract closer] that interpreted the legal terms of the Contract by essentially making abbreviated false statements about its content.

37. Plaintiff also confirmed that this was a sound investment, and that she could Will the asset to her children, which she was assured by the contract closer were absolutely true. statements.

38. The Worldmark employee went through the Contract, summarizing pages, which was described by Plaintiff as “rushed through, really quick” but she was consistently assured by all

the professional-seeming Wyndham staff, including the high level Manager, that she was getting a “really great deal”.

39. The Worldmark employee did not allow the Plaintiff to actually read the Contract but she trusted that the Worldmark signing agent was telling her all that she needed to know, and it was truthful.

Successor Liability

40. Plaintiff was advised by non-lawyers that she “could” put the timeshare in her Will, and that it was a very good “asset” for her 2 children and thereafter for her 4 grandchildren if her children “chose” to pass this valuable *legacy* along.

41. No Worldmark employee ever told Plaintiff that her Contract’s “successors” clause would automatically bind those same children (and grandchildren) for all future costs and fees.

42. Plaintiff has empathetically stated that she never would have purchased this ownership if she knew any debt could pass along to her family to burden them, thus no contract would have ever existed had the truth of successor liability, known by staff and Wyndham Management to be in the Contract (versus the falsity of Will options) had ever been disclosed to the Plaintiff.

Public Offering Statement

43. Plaintiff was not given a Public Offering Statement to read prior to signing the Contract.

Recent Memories

44. Plaintiff, a 76-year-old widow (73 to 75 at the time of the upgrades), trusted Worldmark sales staff and Worldmark Management, but they took advantage of her trust, and now she is trying to piece together memories of perhaps more upgrades.

45. She had the 2016 timeshare with the upgrade, and Plaintiff thinks Wyndham sold her another upgrade in New York, all in the course of about two years 2016-2018.

46. After the Worldmark purchase, Plaintiff went to New York for a weekend prior to a United Nations meeting (she is the United Nations delegate representing Oregon, but the UN did not pay for her accommodations), and while there she thinks that she was sold a Club Wyndham [separate] timeshare in 2016.

47. She thinks she used this for 1 weekend and she was again upgraded to a California timeshare in 2017 for \$52,000 that was discounted \$7,000 because of the existing New York timeshare, making it a \$46,000 mortgage (about \$110,000 estimated after high-interest over 10 years, plus maintenance fees, which she cannot remember how much they are).

48. As a consequence, for about \$110,000 in 2017 obligations, she has only one booking (not at the requested “three stars or higher” Wyndham Canterbury, but at another out-of-the-city Wyndham hotel) and she was required to attend another sales meeting, despite being an owner.

49. It seems that little value has been derived from this over \$100,000 obligation, where the Plaintiff was taken advantage of, as she already owned a Worldmark, plus its upgrade and the underlying New York Wyndham.

50. Significant, is that later in 2017 when the Plaintiff was upgraded from New York to California, she was on her own trip paid out-of-pocket for a vacation in San Francisco and agreed to an “owners meeting” where she was actually requested that Wyndham take back its timeshare as she was previously assured was an option.

51. So when the Plaintiff was actually attempting to divest the New York timeshare she clearly didn't need any more money spent on Wyndham timeshares (even when she was there, the United Nations paid for her accommodations) and just wanted what she had in Oregon (the Worldmark) which was itself costing her too much.

52. Wyndham's Manager said he had authority to move her from New York to San Francisco that was closer to Oregon, and she could always rent out the desirable San Francisco timeshare to lower all her costs and make a profit.

53. She felt rushed by the Brunch she had to attend in San Francisco with friends, but the Manager pushed her stating that she could get from Branson to the rest of the world with this change over, and then actually obligated the Plaintiff to over \$100,000, on the pretense that this would enable her to cover all costs and make a profit.

54. Tragically, when Plaintiff attempted to actually book San Francisco, there was no availability, and she even attempted several different trips and times, but it never worked, and ultimately she was told, \$100,000 in obligations or not, she did not have enough points to book the hotel in San Francisco that she was specifically promised, and would have to upgrade.

55. Since the Plaintiff couldn't book the hotel for herself, and she could not rent as promised either, it turned out that the *zero cost and extra profits to be made* promise by Wyndham's Management, was later proven to be false.

56. Additionally, in this 2017 San Francisco upgrade, the Plaintiff was again assured (like the Worldmark upgrade), that she would be owning a “valuable asset” that she “could” pass on through her Will.

57. And again, there was no Public Offering Statement given to the Plaintiff to read prior to her contract signing, which here was very rushed after delays, in order to get her to her brunch.

Cost per Use

58. It is difficult to tell as the Plaintiff is unsure of many details, but she may have paid as much as \$50,000 in mortgage payments and pay-off reductions.

59. For the Worldmark purchase and upgrade she was obligated for about \$75,000 and use appears to be one week in Munich which appears to be little or no value for the points usage as she had to pay \$4,498 out of pocket.

60. Thus her only *points paid* bookings were probably near Disneyland and Depot Bay, Oregon, and could be (cognitive shortcomings require discovery from the Defendant) just a couple of weeks making costs per use potentially up to **1000% higher** than online, as is the norm for the Plaintiffs in this litigation.

61. For sure, Plaintiff is a tragic victim of Fraud & Deceit who has endured about \$200,000 in con artist losses and in the middle of these monetary losses, there were monetary losses to Wyndham, and just their awareness of these tragic events detailed in ¶9 should have been a strong impetus to back-off this victim, however, the Defendant with blatant disregard for human compassion, actively and aggressively increased its victimization even further.

62. Such acts appear recalcitrant of law and utterly *Unconscionable*.

Teresa Sharp (Allred) and Mark Allred

1. Teresa Sharp (Allred) (the Plaintiff herein) and Richard Mark Allred (collectively the “Plaintiffs” herein) are Arizona residents who are now divorced, but the Plaintiff originally purchased a timeshare through Worldmark by Wyndham in 1999 when she was in her 20s.
2. Since purchasing the original timeshare, the Plaintiff has upgraded nine (9) times, the most recent being in 2016 (only Teresa Allred appears on the Contracts).
3. Plaintiff originally signed up with Worldmark but was later told by Wyndham representatives at an upgrade meeting that since Wyndham had purchased and taken over Worldmark, the Plaintiff needed to upgrade to Wyndham to be able to use her current ownership (even though the reps and Management knew that Worldmark, ever since its inception and creation by Wyndham, has been a wholly owned subsidiary of Wyndham).
4. The most recent upgrade in 2016 lasted over two hours and involved more high-pressure sales tactics to convince the Plaintiff to upgrade once more, but the discoveries of fraudulent inducements from that 2016 sale happened in 2017 and 2018.

Sales Presentations - Upgrades

5. This case involved 9 upgrades by Fraud and Deceit, including the claimed Worldmark purchase by Wyndham (see ¶3 above), the truth of which was discovered in 2018.
6. Wyndham called the Plaintiff several times over the phone to offer upgrades of “unused banked points” at a low discount.
7. Due to other owners of the timeshare banking their points and being unavailable to use the points, Plaintiff could purchase them for a lower price than the general public.

8. If Plaintiff did not agree on that phone call to purchase, all future purchases would be at a much higher rate.

9. Most recently, while vacationing in 2016, Plaintiffs were told on check-in that Teresa Allred needed to attend a short “Owner’s Meeting.”

10. After 2 hours the Plaintiff had been pressured into yet another upgrade.

11. Wyndham staff told Plaintiff throughout the 2 hours about the amazing discount she was receiving and the wonderful destinations she could use by rising to a new level with the new points being offered.

12. Wyndham staff told Plaintiff she could use the points to book flights, cruises, safaris, and European villas, and finally get the use she deserved from all the prior purchases at this new level of ownership.

13. Plaintiff was assured that she would be able to book vacations easier with this upgrade, and wouldn’t have any of the previous problems she had experienced.

14. Wyndham representatives sold the Plaintiff on the fact that these exclusive resorts she would now have access to, would always have rooms available for Wyndham vacation owners at her level.

Predatory Lending

15. Since signing the original contract in 1999, the Plaintiff was routinely asked to upgrade.

16. In one upgrade, it was because Wyndham had purchased Worldmark and in order to keep access to all the resorts, Plaintiff needed to upgrade.

17. According to their own website, Worldmark by Wyndham was founded [i.e. created] by Wyndham in 1989.

18. Between 2011 and 2016 alone, Plaintiff was pressured into upgrading 9 times.

19. Wyndham representatives would call Plaintiff and tell her that other owners had banked their points and failed to use them.

20. Due to this oversight, Plaintiff could now buy those points at a low price since they were in a “specific-bucket”.

21. While vacationing in Oceanside, CA in 2016, Plaintiff was told that she needed to attend a short “Owner’s Meeting” with a special deal, that day only, and it was being offered to her because she was such a “valued customer”.

22. Plaintiff was told that because she had no mortgage balance (having paid-off about \$125,000 in past Mortgages) these available points had been banked and held for customers, just like her.

Value, Resale, and Renting

23. In 2016, Wyndham representatives assured Plaintiff that with the \$75,000 upgrade, her interest would be very valuable and at this new ownership level, her investment would appreciate.

24. The Plaintiff was told that her overall investment would be an “asset” described as a “Legacy” that she could leave for her children.

25. Plaintiff was told at the 2016 upgrade, that she could rent out the ownership to cover the payments and fees and even make money.

26. Wyndham assured Plaintiff renting was a simple process, however upon trying to rent in 2017, this rental assurance was discovered as a deception.

27. In 2017, Plaintiff called Wyndham and tried to offer all of the points back at the lowest price she had purchased any of them for.

28. Wyndham representatives self-servingly [and deceptively] informed Plaintiff that in order to take back the points, Plaintiff would first need to pay-off the mortgage, even though the Defendant's staff knew the points would not sell, even if the Mortgage was paid-in-full and they routinely deny taking such points to be taken back.

Use- Bookings

29. The Plaintiff was told when she did the final 2016 upgrade it would finally be easy to book rooms wherever and whenever she wanted.

30. When trying to book vacations the Plaintiff was told there was nothing available and it would require 13 months' advance booking notice.

31. While trying to book vacations in the tropical destinations promised in 2016, like Fiji and Hawaii, Plaintiff tried booking 13 months out and was told that not only was there no availability, but also the waitlist was completely filled for those locations.

32. When the Plaintiff looked into booking the international destinations like Paris, she discovered that there were no available resorts in Paris or within the surrounding areas.

33. As a result, Plaintiff has been unable to book any of the vacations she was specifically promised.

34. While the Plaintiff has been able to book some vacations over the years, they frequently were not at the exact location or time she desired, and involved a number of months of advance booking and purchasing additional points, and largely, all the rooms were motel-like.

Extra Costs and Fees

35. When the Plaintiff originally bought her timeshare in 1999, the Maintenance fees were \$20 a month (\$240 annually).

36. The fees have now increased drastically to about \$600 a month (about \$7,000 annually).

37. Plaintiff thought that Maintenance fee increases were due to her upgrades, but recently (discovered in 2018) Plaintiff learned that Maintenance fees go up every year, even without an upgrade, which was never disclosed to her.

Contract Signing

38. During the most recent meeting in 2016, the Plaintiff was subjected to a 2-hour presentation, but this presentation was followed by a quick, fast paced, 10-minute race to sign all the Contract documents.

39. The representative controlled the documents and directed the Plaintiff to sign or initial in the appropriate areas while denying her any time to read the documents.

40. The Contract closer offered general explanations and brief summaries (even though they were false and deceptive) as to the contract terms contained in the documents that the Plaintiff was signing.

Successor Liability

41. The Plaintiff was told that she could consider this membership as an “asset” for her future, and her children.

42. The representatives informed the Plaintiff that she could leave this timeshare interest in their Will for her and her husband’s children.

43. The staff never mentioned the rising fees or that the debt would be forced upon the Plaintiffs’ children.

44. Plaintiff is sure she never would have signed any of the contracts (the original contract or any of the upgrades) if it had been disclosed that there was any debt liability, whatsoever, that could ever be transferred to their children.

Public Offering Statement

45. Plaintiff was given a Public Offering, however she was misled as to the purpose.

46. After signing the most recent upgrade contract, the representative handed her a stack of papers and called the Public Offering Statement “voting information” for the Members.

47. The rep phrased it as additional resort information, not as a consumer disclosure form, and as a result of this deception the document was not read (discovery in 2018).

Cost per Use

48. Plaintiff has already paid Wyndham over \$125,000 through the last upgrade.

49. The new Mortgage then was about \$75,000 with an obligation of \$1,500 per month including Maintenance fees just under \$2,100 per month [and rising], which is a total obligation of over \$200,000 total costs to be paid over a 10-year mortgage period for the 2016 upgrade.

50. Thus, the money from past money paid (\$125,000) and new obligations owed from the 2016 upgrade (\$200,000) shall be \$375,000.

51. Assuming Plaintiff was able to continue her past use of vacationing twice a year since the 2011 upgrade cycle began, taking into account her new 2016 Mortgage and prior upgrade Mortgages since 2011 (all with high interest), and rising maintenance fees, that Plaintiff is required to pay as “member-owner”, Plaintiff would pay about \$12,500 per week (6 nights), or over \$2,000 per night which is approximately 1300% more per night than what it would cost as a non-Wyndham owner booking online.

Richard and Ethel VanCampen

1. Richard (72) and Ethel (74) VanCampen are Montana residents who originally purchased a timeshare in Branson through Worldmark by Wyndham in 2009.
2. Since purchasing the original timeshare, Mr. and Mrs. VanCampen (“Plaintiffs” herein) have upgraded 3 times, with the most recent upgrade in 2016, and revelations of fraud through false inducements at the point-of-sale, were discovered by Plaintiffs in 2017 through 2019.

Sales Presentations – Upgrades

3. In 2010 Plaintiffs agreed to purchase their original timeshare with Wyndham.
4. Following that purchase Plaintiffs have upgraded three times, one in Hawaii, again in Branson, and finally in 2016 in Flagstaff.
5. Each upgrade Plaintiffs were told that it would allow them to have more points and be able to book better, more frequent vacations.
6. In 2016 Plaintiffs were vacationing in Flagstaff, AZ when they were approached at the resort and informed they were required to attend a short “Owner’s Meeting”.
7. While at the meeting, Plaintiffs repeated their desire not to upgrade and difficulty affording what they currently owned.
8. However, after over 3 hours of pressure from the Wyndham staff, Plaintiffs relented and agreed to purchase the offered upgrade.

9. Throughout the presentation Plaintiffs were told by Wyndham staff that this upgrade would allow them to travel to more places worldwide in the finest resorts and hotels with greater ease than ever before.

10. Plaintiffs expressed their reluctance multiple times to sign up for an upgrade since they already bought multiple Wyndham timeshares and they really didn't want to put any more money into vacation ownership.

11. Wyndham staff told Plaintiffs that this upgrade to *Platinum* level that would allow them preference on all the units, and they could schedule as late as 45 days out from their desired vacation with no problems.

12. Wyndham staff showed Plaintiffs pictures of 5-star resorts in Europe and assured them that with the *Platinum* membership they could vacation at those specific resorts.

13. These new promised luxury resorts were sold as *exclusive properties* that the people needed to be Wyndham owners to stay there.

14. Unfortunately, in the years to follow while on vacation, Plaintiffs discovered that most of the people at the resorts with them were not Wyndham owners and were simply people from the public who booked online through a travel site.

Predatory Lending

15. Each time Plaintiffs upgraded they were told it would solve any problems they had previously that often involved promises from the prior upgrade that were not totally and lastingly fulfilled in practice

16. While each upgrade did fix the problem temporarily, it was only for a very short time, and then the Plaintiffs needed another upgrade.
17. At this most recent presentation Plaintiffs told Wyndham staff multiple times that they couldn't afford the fees or down payment.
18. Plaintiffs plainly told Wyndham staff that they weren't interested since the Plaintiffs owned several timeshares, upgraded, and still weren't satisfied.
19. The Wyndham representative continued to pressure the Plaintiffs to buy the upgrade, and instead of backing off when he heard the Plaintiffs' refusal, he came back even stronger with reasons that the new upgrade solved the old problems Plaintiffs faced, and in addition, Wyndham Management was aggressive to overcome any of the Plaintiffs' objections and/or questions with claimed reasons [in later years discovered as false assertions] for the Plaintiffs not to worry, for which Plaintiffs trusted the Management's [presumed to be truthful] insight.
20. Plaintiffs were told that this would be like the basic equivalent of a "second home" and it was a "tremendous tax benefit" and had long-term value for resale.
21. The Wyndham representative informed Plaintiffs that since they had such a good credit score they had some "wiggle room" on the price.
22. Unfortunately, this also meant that the Plaintiffs two separate Wyndham credit cards from a previous upgrade which soon had their limit raised by \$10,000, to cover the new down payment.
23. Once the Wyndham representative had raised their credit, Plaintiffs felt pressured to agree to a purchase since the Wyndham staff had gone to such trouble to "help" them.

Value, Resale, and Renting

24. The Wyndham staff repeatedly pressured the Plaintiffs with a limited time offer, insisting they needed to decide immediately because this property and points package had just become available and would be gone if they didn't secure it right away.

25. Wyndham staff informed Plaintiffs that they needed to take advantage of this rare offer, because someone had just turned their paid-down interest back in and that's why it was available to them "today only".

26. The Plaintiffs were assured that their "property" was a valuable and desirable investment that would always have a high resale value.

27. Wyndham staff, including Wyndham Management, repeatedly assured Plaintiffs it would only go up in value and if they ever need to sell, they could easily get their money back, plus make some appreciation.

28. Plaintiffs were told by Wyndham staff that although it was a "secret", they could even rent out their room for a profit.

29. Unfortunately, a year later when Plaintiffs tried to rent it out, they discovered there was no way to do so, and when they eventually tried to gift the week for friends to stay, the Plaintiffs discovered that there were extra fees.

Use- Bookings

30. The Plaintiffs were specifically told with the 2016 upgrade that it would be easy to book rooms and they could do so anytime, anywhere.

31. When trying to book vacations the Plaintiffs ran into an array of various road-blocks, from there was nothing available at a given hotel or even the entire destination city, or 6-11 months were required as advanced booking at given resort, and in the end this was discovered to be a lasting restriction even when they purchased the *Platinum*, to book with 45 days.

32. While trying to book the specifically promised European vacations that Plaintiffs viewed pictures of at the 2016 upgrade, they found that no matter how far out they looked, there was never any availability.

33. Plaintiffs were able to book a few vacations over the years in Hawaii and Las Vegas, but always with extra fees attached and advance booking (1-2 years out) required.

Extra Costs and Fees

34. When the Plaintiffs originally bought their timeshare the Maintenance fees were \$59 a month (\$700 annual).

35. The fees have now increased drastically to \$300 a month (\$3,600 annual).

36. In the last upgrade in 2016, a dramatic rise in maintenance fees was not disclosed to the Plaintiffs at the time of sale.

37. The additional fees needed to book with RCI or allow their friends to stay also were also not discussed.

Contract Signing

38. The short, mandatory Owners Meeting the Plaintiffs were required to attend took 4 hours.

39. This presentation was followed by a quick, fast paced, 10-minute race to sign all the documents presented to them.

40. The representative rapidly, yet artfully directed them to sign or initial in the appropriate areas while controlling the flow of the documents, such that it denied the Plaintiffs any time to read the documents.

41. While the Plaintiffs did try and ask questions, the representative gave them cursory explanations and redirected their attention to signing in a hurried fashion.

42. Plaintiffs felt pressured to continue with the purchase and trusted that the Wyndham representatives were treating them honestly and fairly.

Successor Liability

43. The representatives informed the Plaintiffs that they “could” put this timeshare interest in their Will for their children.

44. The staff never mentioned the rising fees or that the debt would be forced upon the Plaintiffs’ children, which was not discovered until revealed by Plaintiffs’ Litigation Attorneys in 2019.

45. Plaintiffs are sure they never would have signed any of the contracts (the original contract or any of the upgrades) if it had been disclosed that there was any debt liability, whatsoever, that could ever be transferred to their children.

Public Offering Statement

46. The Plaintiffs were given a public offering statement after signing the contract.

47. Wyndham representatives failed to disclose to the Plaintiffs what the document was and simply included it in the stack of papers for them to take home.

Cost per use

48. In the 10 years of ownership with Wyndham, the Plaintiffs have been able to use their points for approximately 7 times.

49. Plaintiffs have been unable to use their points as trades because of the high fees associated with the exchange.

50. Due to unavailability Plaintiffs have also been unable to vacation in Europe as promised.

51. The Plaintiffs' investment in Wyndham "ownership" was without any financial benefit to booking online (more expensive), and it had many detrimental impediments that the booking online could have alleviated.

52. Taking into consideration the rising maintenance fees, and the mortgage with high-interest, over the past 10 years of ownership the Plaintiffs have paid a total cost of about \$115,000.

53. Assuming Plaintiffs stayed for a week at a time, that would mean that each of their seven trips averaged about \$16,000.

54. That cost \$2,666 per night, for a room that would likely book to the public online for about \$200 a night.

55. Thus, the public can book a room online in 1 day (versus 6 months or more in advance) with vast selections (versus non-availability and restrictions) for about 1300% less money than Wyndham “Owners” must pay which is an *Unconscionable* result.