IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

LAWRENCE COUCH and LINDA COUCH, WAYNE MAUER and GAYLE MAUER, PERCY NEWSOME and NANCY NEWSOME, EDWARD SHERWOOD and LINDA SHERWOOD, and GERALD VAN ETTEN and PAMELA VAN ETTEN on behalf of themselves and all others similarly situated, Plaintiffs, vs. WYNDHAM WORLDWIDE CORPORATION, WYNDHAM DESTINATIONS, INC., WYNDHAM VACATION OWNERSHIP, INC., and WYNDHAM VACATION RESORTS, INC., Defendants.	CASE NO 6:18-cv-2199-PGB-KRS **FIRST AMENDED CLASS ACTION COMPLAINT** **JURY TRIAL DEMANDED**

FIRST AMENDED CLASS ACTION COMPLAINT

Come Plaintiffs Lawrence Couch and Linda Couch ("Couches"), Wayne Mauer and Gayle Mauer ("Mauers"), Percy Newsome and Nancy Newsome ("Newsomes"), Edward Sherwood and Linda Sherwood ("Sherwoods"), and Gerald Van Etten and Pamela Van Etten ("Van Ettens") (collectively, or individually, "Plaintiffs" or "Representative Plaintiffs"), on behalf of themselves and all others similarly situated ("Class Members"), and for their First Amended Class Action Complaint ("First Amended Complaint") against Defendants WYNDHAM WORLDWIDE CORPORATION, WYNDHAM DESTINATIONS, INC., WYNDHAM VACATION OWNERSHIP, INC. and WYNDHAM VACATION RESORTS, INC., allege the following:

I. INTRODUCTION

1. Defendants are engaged in the multi-billion dollar timeshare industry.

2. Defendants own, operate or are affiliated with vacation ownership resorts in the following states and U.S. territories: (1) Arizona; (2) Arkansas; (3) California; (4) Colorado; (5) Florida; (6) Georgia; (7) Hawaii; (8) Idaho; (9) Illinois; (10) Louisiana; (11) Maryland; (12) Massachusetts; (13) Missouri; (14) Montana; (15) Nevada; (16) New Hampshire; (17) New Jersey; (18) New Mexico; (19) New York; (20) North Carolina; (21) Oklahoma; (22) Oregon; (23) Pennsylvania; (24) Puerto Rico; (25) Rhode Island; (26) South Carolina; (27) Tennessee; (28) Texas; (29) Utah; (30) Vermont; (31) Virginia; (32) Washington; (33) Wisconsin; and (34) U.S. Virgin Islands. *See* https://www.clubwyndham.com/cw/resorts.page.

3. Representative Plaintiffs and thousands of other Class Members are the victims of Defendants' highly organized and fraudulent "TAFT" scheme to sell timeshare interests to prospective owners, to have existing owners remain in contracts involving the purchase of timeshare interests (including through the rescission period), and to have existing owners purchase additional timeshare interests.

4. Defendants' "TAFT" scheme violates applicable statutory law, common law, and the duty of good faith and fair dealing implicit in all contracts.

5. Representative Plaintiffs and thousands of other Class Members have paid out millions of dollars to purchase timeshare interests as a result of Defendants' unlawful and wrongful conduct.

6. Representative Plaintiffs and thousands of other Class Members have suffered injuries, harm and damages due to Defendants' unlawful and wrongful conduct.

7. In this action, Representative Plaintiffs seek to remedy the injuries, harm and damages for Representative Plaintiffs and Class Members who have purchased one or more

timeshare interest(s)/vacation ownership interest(s) from Defendants in 31 of the 32 states listed in Paragraph 2, excluding purchases made in Tennessee only, and the 2 U.S. territories listed in Paragraph 2, since December 22, 2008.

II. JURISDICTION AND VENUE

8. Jurisdiction is proper in this Court pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because Plaintiffs and many Class Members are citizens of states different from Defendants' home state of Florida, and the aggregate amount in controversy exceeds $5,000,000, exclusive of interest and costs. The Court also has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events and omissions giving rise to Plaintiffs' and Class Members' claims occurred in this District. Defendants conduct substantial business in this District, have marketed, advertised, and sold timeshare interests in this District, have developed their fraudulent scheme in this District, have implemented their fraudulent scheme in this District and throughout their business operations as alleged herein, have overseen and enforced their fraudulent scheme in and from this District, have benefitted from this fraudulent scheme in this District, and have caused harm to Plaintiffs and Class Members residing in this District.

10. Any purported arbitration or forum selection clauses in the purported contracts at issue in this case are invalid and unenforceable.

III. PARTIES

A. Representative Plaintiffs

11. The Couches are residents and citizens of Shawnee, Kansas.

12. The Mauers are residents and citizens of Athens, Wisconsin.

13. The Newsomes are residents and citizens of St. Petersburg, Florida.

14. The Sherwoods are residents and citizens of Flint, Michigan.

15. The Van Ettens are residents and citizens of Tallassee, Alabama.

B. Defendants

16. Wyndham Worldwide Corporation is a Delaware Corporation with its principal address in Parsippany, New Jersey. Prior to June 1, 2018, Wyndham Worldwide Corporation conducted a substantial amount of business in Florida and this District, including the operation of its wholly-owned subsidiaries Wyndham Vacation Ownership, Inc. and Wyndham Vacation Resorts, Inc., which have their principal places of business in Orlando, Florida. Wyndham Worldwide Corporation's registered agent for service in Florida is Corporate Creations Network Inc., 11380 Prosperity Farms Road, #221E, Palm Beach Gardens, Florida 33410.

17. Prior to June 1, 2018, Wyndham Worldwide Corporation was one of the world's largest hospitality companies, offering hospitality services through several brands, including but not limited to Wyndham Hotels and Resorts, Ramada, Days Inn, Super 8, Howard Johnson, Wingate by Wyndham, Microtel Inns & Suites by Wyndham, TRYP by Wyndham, Dolce Hotels and Resorts, RCI, Wyndham Vacation Rentals, Wyndham Vacation Resorts, Wyndham Vacation Ownership, Shell Vacations Club and WorldMark by Wyndham.

18. On June 1, 2018, Wyndham Worldwide Corporation split into two publicly traded companies: Wyndham Destinations, Inc., which focuses on the vacation ownership at issue in this action, and Wyndham Hotels and Resorts, Inc., which focuses on hotels and resorts.

19. Defendant Wyndham Destinations, Inc. is a Delaware Corporation with its principal address in Parsippany, New Jersey. Wyndham Destinations, Inc. conducts a substantial amount of business in Florida and this District, including (after June 1, 2018) the operation of its wholly-owned subsidiaries Wyndham Vacation Ownership, Inc. and Wyndham Vacation Resorts, Inc., which have their principal places of business in Orlando, Florida. Wyndham Destinations,

Inc. operates under several brands, including but not limited to Wyndham Vacation Resorts, Wyndham Vacation Rentals, Wyndham Vacation Ownership, Shell Vacations Club and WorldMark by Wyndham. Wyndham Destination, Inc.'s registered agent for service in Florida is Corporate Creations Network Inc., 11380 Prosperity Farms Road, #221E, Palm Beach Gardens, Florida 33410.

20. Defendant Wyndham Vacation Ownership, Inc. ("WVO") is a Delaware corporation, with its principal place of business in Orlando, Florida. WVO's registered agent for service in Florida is Corporate Creations Network Inc., 11380 Prosperity Farms Road, #221E, Palm Beach Gardens, Florida 33410.

21. Defendant Wyndham Vacation Resorts, Inc. ("WVR") is a Delaware corporation, with its principal place of business in Orlando, Florida. WVR's registered agent for service in Florida is Corporate Creations Network Inc., 11380 Prosperity Farms Road, #221E, Palm Beach Gardens, Florida 33410.

22. Although separate corporations, Defendants engage in uniform and common operations related to the ownership and operation of vacation ownership resorts and the marketing and sale of vacation ownership interests.

23. Defendants share the same offices in Parsippany, New Jersey and Orlando, Florida.

24. Defendants share many of the same officers and directors.

25. At all times herein referenced, each of the Defendants was the agent, servant, partner, aider and abettor, co-conspirator and/or joint venturer of each of the other Defendants and was at all times operating and acting within the purpose and scope of said agency, service, employment, partnership, conspiracy and/or joint venture and rendered substantial assistance and

encouragement to the other Defendants, knowing that their collective conduct constituted a fraudulent scheme and a breach of duty owed to Plaintiffs and Class Members.

26. At all times herein referenced, Defendants and each of them, were fully informed of the actions of their agents and employees based on Defendants' fraudulent scheme, and thereafter Defendants rewarded those actions and no officer, director or managing agent of Defendants repudiated those actions on behalf of Defendants.

27. There exists and, at all times herein mentioned, there existed a unity of interest in ownership between certain Defendants and other certain Defendants such that any individuality and separateness between the certain Defendants has ceased and these Defendants are the alter ego of the other certain Defendants and exerted control over those Defendants. Adherence to the fiction of the separate existence of these certain Defendants as entities distinct from other certain Defendants will permit an abuse of the corporate privilege and would sanction a fraud and/or would promote injustice.

IV. DEFENDANTS' HISTORY

28. Defendants' timeshare operations date back to the late 1960s, beginning with Fairfield Resorts ("Fairfield"), one of the nation's first timeshare developers. After many years of selling fixed-week ownerships at one or more of Fairfield's properties, Fairfield transitioned to a "points-based" system in 1992, whereby timeshare interests were represented by "points," which could be used by owners to stay at multiple properties owned by Fairfield. This "points-based" system is widely used in the timeshare industry today.

29. Fairfield grew throughout the remainder of the 1990s, with its corporate headquarters moving from Little Rock, Arkansas to Orlando, Florida in 1999.

30. In 2001, Fairfield was bought by real estate and hospitality company Cendant for a reported $690 million, naming Franz Hanning[1] as CEO. The next year, Cendant also bought Trendwest Resorts and Equivest Finance, creating the Cendant Timeshare Resort Group which was, at the time, the largest vacation ownership company in the industry.

31. In 2004, Wyndham International, in conjunction with timeshare operator Tempus Resorts International, launched the brand Wyndham Vacation Ownership. Wyndham International was sold to affiliates of the Blackstone Group in June 2005, which then sold Wyndham International to Cendant.

32. In October 2005, Cendant separated through spin-offs into four separate companies, including a spin-off of its hospitality services businesses to be re-named Wyndham Worldwide Corporation.

33. In July 2006, Cendant transferred to its subsidiary, Wyndham Worldwide Corporation, all of the assets and liabilities of Cendant's Hospitality Services, including Fairfield.

34. Franz Hanning, referenced in Paragraph 30 of this First Amended Complaint, became the CEO of Wyndham Vacation Ownership and remained in that position until late 2016 when he stepped aside shortly after a jury awarded a $20 million dollar verdict to Patricia Williams, a former Wyndham Sales Representative who alleged that she was wrongfully terminated after protesting Wyndham's fraudulent and deceptive trade practices in the sale of timeshares. *See* New York Times, "My Soul Feels Taller: A Whistleblower's $20 Million Vindication," https://www.nytimes.com/2016/11/25/business/my-soul-feels-taller-a-whistle-blowers-20-million-vindication.html ("high pressure sales tactics involving deliberate lies and

[1] Franz Hanning began working in the timeshare industry in the 1970s at Fairfield Resorts, moving up the ranks until he became CEO of Fairfield, and then the CEO of Wyndham Vacation Ownership. Thus, Mr. Hanning was and is intimately familiar with Defendants' marketing and sales operations, including the unlawful and fraudulent "TAFT" scheme described in this First Amended Complaint.

misrepresentations to get people to buy more timeshare 'points.'"). Among the tactics used by Defendants under their fraudulent "TAFT" scheme are "TAFT" days, where Defendants' employees were encouraged to "Tell Them Any F---ing Thing" to make a sale, as long as they didn't put it in writing. *Id.* "TAFT," as described in detail below, is used to refer more generally to Defendants' fraudulent scheme.

35. As the CEO of Wyndham Vacation Ownership, Hanning was instrumental in developing the marketing and sales strategies of Defendants, including the on-going fraudulent and deceptive policies and practices alleged in this First Amended Complaint.

36. As of 2017, Wyndham Vacation Ownership, a brand of Wyndham Worldwide Corporation at the time, was the world's largest timeshare business based on the number of resorts, units, owners and revenues, with 221 resorts and over 878,000 owners. According to Wyndham Worldwide Corporation's 2017 10-K, Wyndham develops and markets timeshare interests, commonly referred to as Vacation Ownership Interests ("VOIs") to individual consumers, provides consumer financing in connection with the sale of VOIs and provides property management services at resorts from which maintenance fees are charged to owners. Thus, Defendants derive revenues from at least three (3) sources: 1) the sale of VOIs; 2) finance charges from financing; and 3) maintenance fees charged to VOI owners.

V. DEFENDANTS' BUSINESS OPERATIONS

A. The "Points" Concept

37. The timeshare industry is driven by the sale of VOIs, which are represented by "points." Put simply, a purchaser enters into a contract to pay a certain amount of money to purchase a certain number of points which can be used each year to stay at one or more of the resorts either owned or operated by the timeshare company or a resort of one of its affiliates.

38. Thus, in order to stay at a resort owned or operated by a timeshare company, or a resort affiliated with a timeshare company, an owner must use his or her points to stay at a resort unit. The amount of points necessary to stay at a particular resort unit is based on several factors, including the location of the property and the date(s) one wants to stay.

39. Defendants operate in a similar manner as discussed in Paragraphs 37 and 38 of this First Amended Complaint. For example, according to the 2014-2015 Wyndham Members Directory, excerpts of which are attached as **Exhibit 1** to this First Amended Complaint, in theory one could stay a week in a two-bedroom Deluxe Unit at the Wyndham Bonnet Creek Resort in Lake Buena Vista, Florida during weeks 23-33 of the year in "Prime Season" for 224,000 points, but for only 112,000 points during weeks 43-50 of the year in "Value Season." By contrast, in theory, one could stay for a week in a two-bedroom unit at Wyndham Lake of the Ozarks in Missouri during weeks 21-36 of the year in "Prime Season" for 164,000 points, but only 98,400 points during weeks 49-50 during "Value Season." *See* **Exhibit 1**.

40. Owners can stay at a resort for less than a week, which is also assigned point values. For example, owners can stay at a resort for two nights (Friday-Saturday), three days or four days by using a certain number of points depending on the Season (Prime, High, Value). *See* **Exhibit 1**.

B. TAFT: Defendants' Fraudulent Scheme

41. Defendants have developed, implemented, overseen, and enforced a fraudulent sales scheme often referred to as "TAFT," which stands for "Tell Them Any F---ing Thing."

42. As part of "TAFT," Defendants have developed a series of methods for their sales representatives and other employees to utilize in order to lure prospective owners or existing owners into their sales office for a "presentation," "tour," a "problem," an "account review" or an "owner update." These methods are fraught with fraudulent and deceptive statements regarding

the purpose of the visit to the sales office, the nature of the presentation, and the length of time that a prospective owner or existing owner will spend in the office.

43. Defendants have developed and implemented a series of sales pitches in accordance with "TAFT," which are fraught with fraudulent and deceptive statements, as well as material omissions and concealment.

44. Defendants train and instruct their sales representatives on "wordsmanship," which is simply code to phrase things in a misleading fashion so as to dupe an individual or couple to purchase VOIs.

45. Defendants instruct, train and encourage sales representatives to lie to customers in the context of high-pressure sales pitches.

46. Defendants have developed, implemented, overseen, and enforced a common method by which to train their sales representatives on Defendants' fraudulent sales scheme.

47. Defendants' sales representatives go through constant fraudulent sales scheme training by management and more senior sales representatives.

48. At Defendants' sales office, sales representatives are required to attend daily morning meetings where they are instructed on how to use "wordsmanship," as well as other various methods to mislead prospective owners and existing owners.

49. Following the mandatory daily morning meetings, sales representatives regularly attend smaller follow-up meetings conducted by their managers, who provide further instruction and training on the use of Defendants' fraudulent sales scheme.

50. Defendants have developed, implemented, overseen, and enforced a "team" concept, by which more seasoned sales representatives, who are well-trained in "TAFT," mentor, coach and instruct less seasoned sales representatives through on-the-job "TAFT" training.

51. Defendants utilize a uniform and common sales strategy at their resorts in the United States and United States territories, including the use of Front Line Sales Representatives for prospective new owners and In-House Sales Representatives for existing owners.

52. Defendants' uniform and common sales strategy includes Discovery Sales Representatives for individuals or couples that Defendants could not initially convince to make a purchase of a VOI and are offered a "trial package," which is essentially like a rental with the option to purchase within a specified period of time.

53. Defendants utilize a uniform and common organizational structure for their sales forces at their vacation resort properties, consisting of sales representatives, managers, site directors, and site vice presidents.

54. Defendants employ area vice presidents, who are responsible for overseeing multiple vacation resort properties, as well as regional vice presidents, who are responsible for overseeing certain geographic regions of the country.

55. At the corporate level, regional vice presidents report to officers or VPs, such as the Chief Sales & Marketing Officer and Chief Operating Officer, who report directly to the CEO.

C. TAFT: Luring Prospective Owners

56. In an effort to obtain new owners, Defendants market their timeshare ownership program utilizing various marketing tools.

57. Defendants operate a large marketing department which contacts prospective owners by telephone, mail and internet offering various promotions, such as "free" or "reduced" stays at one of Defendants' resort properties or an affiliated or associated property,[2] prepaid VISA

[2] Defendants often misrepresent that the "free" or "reduced" stay is at one of Defendants' properties, when in actuality the "free" or "reduced" stay is at a much less expensive resort not owned or operated by Defendants.

cards, or vouchers for free meals or free tickets to local attractions. In exchange, the recipient agrees to attend a 60-90 minute "presentation" or "tour."

58. Defendants employ marketers who roam areas where vacationers are located, and who work out of kiosks in or near vacation attractions, hotels or local shopping areas. Commonly referred to by Defendants' employees as "body snatchers," these marketers use some or all of the same marketing tools outlined above in Paragraph 57 to lure prospective owners to attend a 60-90 minute "presentation" or "tour."

59. The "presentation" or "tour," is assigned to one or more of Defendants' sales representatives. While the prospective owners agreed to attend a 60-90 minute "presentation" or "tour" in exchange for the promotional item, once they arrive at the Defendants' sales office at the resort, Defendants' agents subject them to high-pressure sales pitches replete with lies, omissions, and concealment, which, instead of lasting 60-90 minutes, end up being hours and hours (in some instances as long as eight hours).

60. Defendants' "presentations" and "tours" are designed to, and Defendants' sales representatives are trained and provided instructions and fraudulent sales tactics designed to, increase the likelihood of making a sale to the prospective owner.

61. Defendants' sales representatives attempt to persuade prospective owners to purchase by telling them that a timeshare is cheaper than paying for future vacations, and create a false sense of urgency by stating that that they must act immediately in order to take advantage of supposedly discounted prices and limited special offers.

62. Defendants' sales representatives are trained to fight a war of attrition, wearing down prospective owners into submission. In many instances, the prospective owners are deprived

of food or drink for hours on end, awaiting the end of the "presentation" or "tour" to claim their "gift."

63. As part of the "presentations" or "tours," Defendants also misrepresent how their points system works by not telling prospective owners that units at Defendants' resorts are subject to availability and because Defendants have sold VOIs with millions of corresponding points, those who become new owners are not able to stay where they want and when they want because the property is completely booked. But Defendants have a self-serving solution for these new owners and other owners for that matter – increase one's ownership interest to give the owner priority over other owners to book at a particular location or over other owners to book at all locations in Defendants' inventory of properties which are owned or operated by Defendants or their affiliates or associates.

D. TAFT: Existing Owners

64. In an effort to get existing owners to increase their VOIs (i.e. purchase more points), Defendants utilize various marketing tools which are commonly and uniformly used at each of Defendants' resorts where sales offices are located.

65. Defendants regularly market to existing owners with invitations to special dinners or weekends, which are designed to get the owners to the property and into the sales office.

66. When owners check in, they are immediately contacted by an individual who asks when he can deliver the owners' welcome gift. The "welcome gift" is a ruse used to gain entry into the unit occupied by the owners so that a sales representative can utilize standardized and uniform fraudulent sales pitches to convince owners that they need to visit the sales office because a "problem" has been noted in their account and they need to come to the office for an "account review." There is no real "problem" with the account, however, something is identified by

Defendants that, according to Defendants, can be "corrected" with the purchase of additional points.

67. Defendants have developed, implemented, overseen, and enforced a program where owners on site are told that they need to attend an "update" meeting regarding new "deals," "plans," "programs," or "benefits" being offered to existing owners.

68. Defendants use new "deals," "plans," "programs" or "benefits" as a tool to get the owners to the sales office where they are subjected to high-pressure meetings with sales representatives who pitch the increase of their timeshare ownership interest through the purchase of additional points based on lies, omissions, and concealment. When necessary, another sales representative or manager comes over to "work the table" in a tag-team effort to pressure owners into a purchase.

69. Existing owners arrive at the sales office where they are subjected to high-pressure fraudulent sales pitches by Defendants' sales representatives who are trained to fight a war of attrition, wearing down owners into submission.

70. Although existing owners are told that they are attending a short meeting to address a "problem" that needs an "account review," an owner "update" meeting, or an "account review" meeting to discuss new "deals," "plans," "programs," or "benefits," existing owners end up being in the sales office for hours and hours (in some instances as long as eight hours).

71. Defendants provide their sales representatives with folios related to each owner who is staying at the resort property, which contains information on what they purchased previously, when they purchased previously and how much they purchased previously. With this information, Defendants train and instruct their sales representatives on strategies to fit the

situation, so that the sales representative can create a "problem" or "need" to purchase additional vacation ownership interests.

72. Defendants' sales representatives are trained and provided instructions and fraudulent sales tactics designed to increase the likelihood of making a sale to the owner. In many instances, the owners are deprived of food or drink for hours on end.

E. TAFT Methods Used on Prospective and Existing Owners

73. To effectuate Defendants' fraudulent scheme detailed herein, Defendants fail to disclose, omit, and conceal material and legally required information from prospective owners and existing owners.

74. Defendants' sales agents pressure purchasers to sign a series of complex and misleading legal documents within a short period of time; only later, when the new timeshare owners attempt to reserve vacation time, do they learn that Defendants sold them something entirely different than what Defendants told them they had purchased.

75. Defendants represent to prospective purchasers that as timeshare owners, they will have no difficulty using their timeshare points where they want and when they want.

76. Defendants fail to disclose and conceal that timeshare owners are routinely unable to book units at one of the resorts owned or operated by Defendants, or resorts associated or affiliated with Defendants, even with as much as 12 months' notice.

77. Timeshare owners have made repeated attempts to book a stay, only to be told by Defendants' representatives that there is no availability at the resort of their choosing. As a result, many Class Members have been unable to use their timeshare interests or been forced to stay at another less desirable resort in order to utilize their allotted points for the year.

78. Defendants fail to disclose to purchasers that tens of thousands of people own VOIs having priority over them making it impossible or virtually impossible to stay at the resort of their

choosing at the time they want to go. Once no access or limited access is discovered by Class Members, Defendants' response is that in order to gain access or greater access (referred to by Defendants as "priority") to stay at the resort of their own choosing when they want to stay, they have to buy more points.

79. Defendants fail to disclose to purchasers that they set aside a substantial number of units at their resorts as vacation rentals, further restricting the supply of units available for timeshare owners to use. In other words, Defendants choose to rent units out—including the specific units they list in deeds of sale to timeshare owners—instead of making them available to owners.

80. Defendants are incentivized to rent units at their resorts to non-owners, providing further opportunities to market to non-owners while they are staying on the property using Defendants' uniform and standardized fraudulent sales scheme described above, thereby increasing the number of new owner purchases each year.

81. In some instances, Defendants have told timeshare owners that there is no availability in the unit type listed on their deeds, but the owners have found the same unit type listed on Defendants' website as a vacation rental, with proceeds going to Defendants.

82. In addition, Defendants do not inform purchasers that they set aside large numbers of demonstration units for tours and sales efforts they use to generate new timeshare business. Because Defendants' unquenchable thirst for more and more profits depends on sales to new owners, Defendants devote substantial resources to high-pressure fraudulent sales "presentations" and "tours," during which dozens to hundreds of prospective purchasers are brought each day through many of the nicest timeshare units at the resorts. None of these units are available to the owners who have legitimately paid for the right for access to them.

83. Defendants not only make money on maintenance fees, Defendants use maintenance fees as a tool to sell more VOIs. For example, if an owner has an ownership interest (i.e. points) which is deeded at a particular resort, Defendants' sales representatives are trained to pitch the purchase of points to be deeded at a different resort with lower maintenance fees, which would also allow the owner to trade in or transfer his existing points to the new property. In so doing, however, the owner is actually increasing his or her maintenance fees by purchasing more points.

84. Defendants also use other programs, such as Club Wyndham Access, as a way to supposedly eliminate monthly maintenance fees. For example, if an owner has an ownership interest (i.e. points) which are deeded at a particular resort, Defendants' sales representatives are trained to pitch the purchase of points in Club Wyndham Access which Defendants' sales representatives claim has no maintenance fees, which would also allow the owner to trade in or transfer his existing points to Club Wyndham Access. In so doing, however, while the owner may be eliminating monthly maintenance fees, he or she is purchasing thousands of dollars in additional points.

85. A large percentage of purchases are financed by Defendants, whose sales representatives are trained to lie about interest rates, which turn out to be different than represented.

86. In summary, Defendants, in carrying out "TAFT," engage in the following actions or inactions: a) make false or misleading statements in the advertisement, marketing and sale of VOIs to Plaintiffs and Class Members; b) omit and conceal material facts in the advertisement, marketing and sale of VOIs to Plaintiffs and Class Members; c) employ a scheme or artifice to defraud Plaintiffs and Class Members; d) fail to exercise good faith in dealing with Plaintiffs and Class Members; e) create a false impression regarding Defendants' current vacation ownership

plan or future plans with Plaintiffs and Class Members; f) fail to provide full and fair disclosures of information regarding the purchase of VOIs and the purchaser's rights and obligations associated with same to Plaintiffs and Class Members; g) make representations about the price or retail value of VOIs to Plaintiffs and Class Members; h) make representations about the increases in the resale price or retail value of VOIs to Plaintiffs and Class Members; i) materially misrepresent the size, nature, extent, qualities, or characteristics of VOIs to Plaintiffs and Class Members; j) materially misrepresent the conditions under which Plaintiffs and Class Members may exchange the right to use accommodations in one location for the right to use accommodations in another location; k) materially misrepresent to Plaintiffs and Class Members the current or future availability of a resale or rental program offered by or on behalf of Defendants; l) materially misrepresent the nature or extent of benefits or incidental benefits to Plaintiffs and Class Members; m) misrepresent the purpose of meetings, describing them as "account reviews" to address a "problem" with Plaintiffs' or Class Members' accounts, and "account reviews" to describe "new" "plans," "programs," "deals" or "benefits," or "owner updates," when in actuality Plaintiffs and Class Members are attending high-pressure fraudulent sales meetings with the design to sell VOIs; n) misrepresent the length of time for the meetings with Plaintiffs and Class Members; o) state to Plaintiffs and Class Members that the purchase of a timeshare interest constitutes a financial investment; p) breach Defendants' fiduciary duty owed to Plaintiffs and Class Members; q) fail to comply with the disclosure requirements to Plaintiffs and Class Members; r) use promotional devices without fully disclosing that the devices are being used or offered for the purpose of soliciting sales of VOIs to Plaintiffs and Class Members; s) make assertions, representations or statements to Plaintiffs and Class Members that any incentives, including discounts, special prices, merchandise awards, types of memberships or other financial benefits, are only available to

Plaintiffs and Class Members for the remainder of the day or a limited period of time on which the assertion, representation or statement is made; t) fail to honor or comply with all the provisions of the contracts or reservation agreements with Plaintiffs and Class Members; u) obtain credit or financing for Plaintiffs or Class Members without their knowledge; v) misrepresent and conceal the amount of fees to be charged to Plaintiffs and Class Members, including interest rates, maintenance fees or the structure for future fee increases; w) misrepresent to and conceal from Plaintiffs and Class Members the identity, function, or authority of a salesperson or team of salespersons; x) fail to clearly disclose the seller's identity and that timeshares are being offered for sale at the beginning of an initial contact with Plaintiffs and Class Members; and y) misrepresent and conceal the Plaintiffs' and Class Members' rights to cancel or void a contract to purchase VOIs.

VI. WRITTEN TOLLING AGREEMENTS AND EQUITABLE TOLLING

87. Defendants have entered into written tolling agreements in relation to Representative Plaintiffs and hundreds of Class Members, including the first Tolling Agreement (**Exhibit 2**), Second Tolling Agreement (**Exhibit 3**), Third Tolling Agreement (**Exhibit 4**), Fourth Tolling Agreement (**Exhibit 5**), Fifth Tolling Agreement (**Exhibit 6**), Sixth Tolling Agreement (**Exhibit 7**), Seventh Tolling Agreement (**Exhibit 8**), Eighth Tolling Agreement (**Exhibit 9**), Ninth Tolling Agreement (**Exhibit 10**), Tenth Tolling Agreement (**Exhibit 11**), Eleventh Tolling Agreement (**Exhibit 12**), Twelfth Tolling Agreement (**Exhibit 13**), Thirteenth Tolling Agreement (**Exhibit 14**), Fourteenth Tolling Agreement (**Exhibit 15**), Fifteenth Tolling Agreement (**Exhibit 16**), Sixteenth Tolling Agreement (**Exhibit 17**), Seventeenth Tolling Agreement (**Exhibit 18**), Eighteenth Tolling Agreement (**Exhibit 19**), Nineteenth Tolling Agreement (**Exhibit 20**), Twentieth Tolling Agreement (**Exhibit 21**), Twenty-First Tolling Agreement (**Exhibit 22**), Twenty-Second Tolling Agreement (**Exhibit 23**), Twenty-Third Tolling Agreement (**Exhibit 24**),

Twenty-Fourth Tolling Agreement (**Exhibit 25**), Twenty-Fifth Tolling Agreement (**Exhibit 26**), Twenty-Sixth Tolling Agreement (**Exhibit 27**), Twenty-Seventh Tolling Agreement (**Exhibit 28**), Twenty-Eighth Tolling Agreement (**Exhibit 29**), and Twenty-Ninth Tolling Agreement (**Exhibit 30**).

88. On or about May 1, 2018, Defendants entered into the Twenty-Ninth Tolling Agreement with, among others, the Couches (*see* **Exhibit 30**), tolling any and all statute of limitations related to any and all claims that, among others, the Couches may have against Defendants.

89. Per the Twenty-Ninth Tolling Agreement, which is in Defendants' possession, the parties could terminate same at any point by giving written notice. Upon written notice of termination, the tolling period extends an additional sixty (60) days.

90. The Couches' applicable statute of limitations did not begin running again after the written notice to terminate the tolling agreement because the tolling agreement specifically provides that the Couches could file a lawsuit "thirty (30) days after the termination date" and "[t]he tolling period shall extend sixty (60) days beyond termination."

91. Defendants terminated, among others, the Twenty-Ninth Tolling Agreement on October 23, 2018. The Couches filed this action on December 22, 2018, which was within sixty (60) days beyond termination of the Twenty-Ninth Tolling Agreement.

92. Upon information and belief, some or all of the Defendants have entered into written tolling agreements with hundreds of owners containing similar language regarding written notice to terminate and the extension of the tolling period for an additional sixty (60) days beyond termination, including the tolling agreements listed in Paragraph 87 covering Representative Plaintiffs and Class Members such as: (1) Representative Plaintiffs Mauers (*see* **Exhibit 11**, Tenth

Tolling Agreement); (2) Representative Plaintiffs Newsomes (*see* **Exhibit 17**, Sixteenth Tolling Agreement); (3) Representative Plaintiffs Sherwoods (*see* **Exhibit 7**, Sixth Tolling Agreement); (4) Representative Plaintiffs Van Ettens (*see* **Exhibit 4**, Third Tolling Agreement); (5) Class Members Lauren Stewart and Gloria Stewart (*see* **Exhibit 10**, Ninth Tolling Agreement); (6) Class Members John Birkinbine II and Ausencia E. Birkinbine (*see* **Exhibit 10**, Ninth Tolling Agreement); (7) Class Members Richard G. Brooks and Linda L. Brooks (*see* **Exhibit 16**, Fifteenth Tolling Agreement and **Exhibit 17**, Sixteenth Tolling Agreement); (8) Class Members Johnny George and Patsy George (*see* **Exhibit 13**, Twelfth Tolling Agreement); (9) Class Members Lanie Black and Ann Black (*see* **Exhibit 25**, Twenty-Fourth Tolling Agreement); (10) Class Members Sarah de Mets and Lee de Mets (*see* **Exhibit 4**, Third Tolling Agreement); (11) Class Members Holger B. Hansen and Nadara D. Hansen (*see* **Exhibit 18**, Seventeenth Tolling Agreement); and (12) Class Members Alan and Jeanne Grant (*see* **Exhibit 22**, Twenty-First Tolling Agreement).

93. In addition, the applicable statute of limitations of Class Members were and are equitably tolled under the *American Pipe* doctrine based on the filing of this action on December 22, 2018.

94. This Court entered an Order on January 2, 2019 ("Order") dismissing the "Complaint" filed on December 22, 2018 without prejudice, providing Plaintiffs until "January 16, 2019" to "file an Amended Complaint[,]" and further providing that the "failure to file an Amended Complaint within the time provided will result in the Court dismissing this case and closing the file without further notice." *See* DE 6, Order.

95. This First Amended Complaint was timely filed on January 16, 2019.

96. This First Amended Complaint relates back to December 22, 2018, which is the date the Complaint was filed. *See, e.g., Campbell v. Air Jamaica Ltd.*, 760 F.3d 1165, 1174 (11th.

Cir. 2014) (the Eleventh Circuit rejected the defendants' urging to "affirm the dismissal of [plaintiff's] claims on the alternative ground that his amended complaint was untimely because it was not filed within the . . . limitations period[]" and further held that "[w]e decline their [defendants'] invitation because Rule 15(c) allows [plaintiff's] amended complaint to relate back to his timely original complaint.").

VII. DISCOVERY RULE, FRAUDULENT CONCEALMENT AND ESTOPPEL

A. Discovery Rule

97. Plaintiffs' and Class Members' causes of action did not accrue until Plaintiffs and Class Members discovered, or could have discovered with reasonable diligence, the facts misrepresented, omitted, and concealed by Defendants.

B. Fraudulent Concealment

98. Any applicable statutes of limitation have been tolled by Defendants' knowing, active, and ongoing concealment and denial of the material facts as alleged herein. Defendants are sophisticated parties with superior knowledge of complex real estate and business transactions. Defendants were and are under a continuous duty to disclose to Plaintiffs and Class Members the material facts alleged herein, and Plaintiffs and Class Members reasonably relied on Defendants' knowing, affirmative, and ongoing misrepresentations and concealment.

99. Plaintiffs and the Class Members have been kept ignorant by Defendants of vital information essential to the pursuit of these claims, without any fault or lack of diligence on their part.

C. Estoppel

100. Defendants were and are under a continuous duty to disclose to Plaintiffs and Class Members the true character, quality, and nature of the timeshare interests and transactions as

alleged herein. Those misrepresentations and concealment are ongoing. Plaintiffs and Class Members reasonably relied on Defendants' misrepresentations, knowing failure to disclose and/or active concealment of those facts. Defendants are estopped from relying on any statutes of limitation in defense of this action. Additionally, Defendants are estopped from raising any defense of laches due to their own conduct as alleged herein.

VIII. REPRESENTATIVE PLAINTIFFS' ALLEGATIONS OF WRONGFUL CONDUCT BY DEFENDANTS

A. Couches

101. In January 2015, the Couches purchased 154,500 points while staying at Wyndham Nashville in Nashville, Tennessee, for $40,021.00. The Couches financed the purchase through Defendants' financing program.

102. Using the points purchased in January 2015, the Couches made a reservation to stay at Wyndham Branson at the Falls in Branson, Missouri, in June 2015 for approximately four (4) days.

103. Upon their arrival at Wyndham Branson at the Falls on or about June 11, 2015, and shortly after checking in, one of Defendants' employees (who did not identify himself as a sales representative) came to the Couches' unit to give them a "welcome gift," consisting of coupons to use at local attractions. While in their unit, Defendants' employee asked the Couches if they were aware of Wyndham's "new financing deal." Ms. Couch told Defendants' employee that the Couches had purchased points in January 2015 and obtained financing at that time and asked whether the "new financing deal" was something that Wyndham had implemented since January 2015. Defendants' employee said "yes" and told them that they should come to the office for an "account review."

104. Later in the day on or about June 11, 2015, the Couches went to the sales office for the "account review" and met with Scott Jackson, a sales representative for Defendants. Mr. Jackson represented that the Couches could trade in their current points and purchase an additional 105,000 points using the "new financing deal" at a lower interest rate. With the lower interest rate versus their current interest rate on the previous financing, Mr. Jackson represented to the Couches that their monthly payment would only increase by $30.00 to $35.00 per month.

105. After a lengthy and high-pressure sales pitch based on lies, omissions, and concealment by Mr. Jackson, the Couches agreed to purchase more points and refinance based on Mr. Jackson's representations that their interest rate would be lower and there would only be a nominal increase in their monthly payment based on Defendants' financing,. Thereafter, the Couches entered into a new contract whereby they traded in their current points under their prior contract and purchased an additional 105,000 points for $49,021.00.

106. The Couches' contracts referenced above are in Defendants' possession.

107. The Couches completed their vacation at Wyndham Branson at the Falls in Branson, Missouri, and then drove home to Shawnee, Kansas. Shortly after returning home to Shawnee, Kansas, the Couches reviewed their prior contract that was financed by Defendants and determined that there was no "new financing deal." To the contrary, the former interest rate and the current interest rate were the same – 11.49%, and their monthly payment actually increased by $187.42.

108. The Couches contacted Scott Jackson and confronted him about his misrepresentations, omissions, and concealment concerning their original contract, their new contract, and the represented lower interest rate and only nominal increase in their monthly

payment. Mr. Jackson advised the Couches that the five-day rescission period under Missouri law had expired and that there was nothing the Couches could do about it.

109. As part of Defendants' standard mode of operation, Defendants monitor the accounts of owners staying at their resorts. Each day, Defendants' marketing and sales employees receive lists of owners or guests staying at their resorts which include the length of stay, the amount of ownership interest of each owner and the current terms and conditions of their respective ownership interests. Defendants' routinely and regularly use this information as tools to determine how to approach each owner or guest and what type of fraudulent sales methods to use under Defendants' "TAFT" scheme.

110. Based on the foregoing, Defendants knew how much VOI the Couches owned and the terms of their ownership, including financing, monthly payments and interest rate.

111. Further, based on the foregoing, Defendants knew that the Couches would be staying at Wyndham Branson at the Falls for several days after the sale while the rescission period ran and deceptively used this to Defendants' advantage.

112. Defendants utilized various methods and tools under Defendants' "TAFT" scheme to dupe the Couches into purchasing more points, including but not limited to: a) use of a sales representative disguised as an employee delivering a "welcome gift," which was simply a tool used by Defendants for a sales representative to gain access to the Couches' unit; b) falsely describing a "new finance deal" to lure the Couches to the Defendants' sales office for an "account review" to subject the Couches to a high-pressure fraudulent sales pitch; c) making false and misleading statements and material omissions to the Couches regarding their current interest rate, including representations that the "new financing deal" would allow them to trade in their old points, purchase an additional 105,000 points and refinance with Defendants at a lower interest

rate, which would result in only a nominal increase in their monthly payment; d) failing to exercise good faith and fair dealing; and e) failing to make full, fair and accurate disclosures of information based on material omissions, misrepresentations, and concealment.

113. The Couches relied on Defendants' material omissions, misrepresentations, and concealment to their detriment. But for being told that the "new financing deal" would result in a lower interest rate and only a nominal increase in their monthly payment, the Couches would not have purchased an additional 105,000 points for $49,021.00. Thus, the Couches have suffered harm as a result of Defendants' fraudulent sales scheme.

B. Mauers

114. In March 2014, the Mauers were vacationing in Myrtle Beach, South Carolina. While waiting in line for a show, the Mauers were approached by one of Defendants' marketers who offered them a $100.00 prepaid VISA card to attend a 90-minute "presentation."

115. The Mauers agreed and on March 31, 2014, went to the Wyndham Ocean Boulevard resort in Myrtle Beach, South Carolina. After sitting through a two-hour presentation (instead of the 90-minute presentation as represented by Defendants' marketer), the Mauers were taken to view a high-end unit and then brought back to the Defendants' sales office where they were subjected to a high-pressure sales pitch lasting about four hours, in which they were told numerous things that turned out later to be untrue.

116. First, the Mauers were told that by purchasing 105,000 points, they could stay at any of Defendants' resorts at any time they wanted. To demonstrate this, the sales representative showed the Mauers a document listing the names and locations of numerous Wyndham resorts, including the Wyndham Bonnet Creek Resort in Orlando, Florida, as examples of where they could stay when they wanted. By the name of each resort, it listed a one-week stay for 105,000 points.

This mislead the Mauers into believing that they could stay at any Wyndham resort for one week for 105,000 points, as represented to them by Defendants' sales representative.

117. Second, the sales representative told the Mauers that not only could they stay at any Wyndham resort at any time, but that they also had unlimited access to non-Wyndham resorts through Wyndham's RCI program, where they could also stay at any time.

118. Third, the sales representative told the Mauers that the purchase would be an investment and that the points they purchased would appreciate in value and could be sold for a profit.

119. Based on the representations made by Defendants' sales representative, the Mauers purchased 105,000 points, which were deeded at Wyndham Ocean Boulevard in Myrtle Beach, South Carolina.

120. Shortly thereafter, the Mauers decided that they wanted to rescind the contract. On April 2, 2014, they were contacted by one of Defendants' representatives inquiring about their visit. The Mauers told Defendants' representative that they wanted to rescind the contract, and she told them that she would call them back. After not receiving a call back, the Mauers continued to make numerous phone calls to the Wyndham Ocean Boulevard Sales Office, which were not returned.

121. On or about April 10, 2014, the Mauers spoke with Defendants' representative Marquis Huggins about their desire to rescind the contract, and complained about their calls not being returned. Mr. Huggins told them to send a letter requesting to rescind the contract and the Mauers did so.

122. After receiving charges on their credit card, the Mauers sent a letter to Carolyn Shen, one of Defendants' employees who worked in Myrtle Beach, on June 14, 2014, again requesting to rescind the contract.

123. Defendants did not allow the Mauers to rescind the contract.

124. Following the purchase on March 31, 2014, the Mauers learned that what they had been told by Defendants' sales representative was false. The Mauers found out that with only 105,000 points, they could not stay at any Wyndham resort at any time, and that there were numerous Wyndham resorts that required more than 105,000 points to stay a week during any part of the year. In addition, the Mauers learned that with only 105,000 points, they were severely limited in staying at other Wyndham resorts, being restricted to certain times of the year that were not during the peak season. Finally, when the Mauers attempted to make reservations at numerous resorts, they were told that no units were available during the times when they wanted to stay.

125. In April 2015, the Mauers booked a stay at the Wyndham Royal Sea Cliff in Hawaii. When the Mauers made their reservation over the phone, they were told by Defendants' reservationist that they were required to attend a 90-minute "owner update" meeting, which turned out to be false in two respects. First, attending an "owner update" meeting was not required as a condition to make a reservation and stay at the resort. Second, the meeting was not an "owner update," but instead, a meeting at Defendants' sales office, where the Mauers were subjected to a high-pressure sales pitch lasting several hours.

126. During this lengthy sales meeting, the Mauers complained about Defendants' sales representative's representations in Myrtle Beach, South Carolina which turned out to be false because the Mauers could not stay where they wanted and when they wanted with only 105,000 points. In response, Defendants' sales representative told the Mauers that they needed to purchase

more points and be deeded at the Royal Sea Cliff resort in Hawaii because it would give them "more trading power," and misrepresented to the Mauers that they could "rent" their points deeded at the Royal Sea Cliff resort for a substantial profit.

127. Based on the representations made by Defendants' sales representative at the Royal Sea Cliff resort, the Mauers purchased approximately 135,000 additional points and transferred their existing 105,000 points to the Royal Sea Cliff resort because, according to Defendants' sales representative, it would give them "more trading power."

128. The representations made by Defendants' sales representative at the Royal Sea Cliff resort turned out to be false. First, the Mauers learned that even with 240,000 points they could not stay where they wanted and when they wanted. For example, the Mauers attempted to book a one-week stay at the Wyndham Oceanside Pier Resort in Oceanside, California, but it was completely booked. In addition, the Mauers attempted to book a week at the Welk Resort in Escondido, California through Wyndham's RCI program, but were only able to get on a waiting list and were unable to actually stay there.

129. Second, the Mauers learned that the purchase at the Royal Sea Cliff resort did not give them "more trading power" and they were unable to rent their points at a profit.

130. In January 2016, the Mauers booked a stay at the Wyndham Grand Desert in Las Vegas, Nevada. When the Mauers made their reservation over the phone, they were told by Defendants' reservationist that they were required to attend a 90-minute "owner update" meeting, which turned out to be false in two respects. First, attending an "owner update" meeting was not required in order to make a reservation and stay at the resort. Second, the meeting was not an "owner update," but a meeting at Defendants' sales office, where the Mauers were subjected to a high-pressure sales pitch lasting several hours.

131. When the Mauers arrived for the "owner update," they were greeted by Defendants' sales representative, Bobby Brown, who told them that they did not need to attend the "owner update." Instead, Mr. Brown took the Mauers directly to a sales table and began his high-pressure sales pitch.

132. During the lengthy sales meeting, the Mauers complained because what they had been told in South Carolina and Hawaii had turned out to be false, and that with only 240,000 points, they could not stay where they wanted and when they wanted. In response, Mr. Brown told the Mauers that they needed to purchase more points and that this purchase would be all the points that the Mauers would ever need to stay where they wanted and when they wanted.

133. Based on the representations made by Mr. Brown, the Mauers purchased approximately 160,000 additional points.

134. The representations made by Mr. Brown at the Grand Desert Resort in Las Vegas turned out to be false. First, the Mauers learned that even with 400,000 points they could not stay where they wanted and when they wanted. For example, the Mauers attempted to book a one-week stay at the Wyndham Oceanside Pier Resort in Oceanside, California, but it was completely booked. In addition, the Mauers attempted to book a week at the Wyndham Bonnet Creek Resort in Orlando, Florida, but it was completely booked. As a result, and because their points were going to expire, the Mauers were forced to book a stay in April 2016 at the Wyndham Palm-Aire resort in Pompano Beach, Florida.

135. When the Mauers made the reservation in April 2016 over the phone at the Wyndham Palm-Aire resort in Pompano Beach, Florida, they were told by Defendants' reservationist that they were required to attend a 90-minute "owner update" meeting, which turned out to be false in two respects. First, attending an "owner update" meeting was not required to

make a reservation or stay at the resort. Second, the meeting was not an "owner update," but a meeting at Defendants' sales office, where the Mauers were subjected to a high-pressure sales pitch lasting several hours.

136. After attending the "owner update," the Mauers were taken to a sales table by Nichole Kelly, who began her high-pressure sales pitch. During the lengthy sales meeting, the Mauers complained about what they had been told previously, including Mr. Brown's representations that 400,000 points were all they would ever need to stay where they wanted and when they wanted, which turned out to be untrue as the Mauers again found themselves unable to book a stay where they wanted and when they wanted. In response, Ms. Kelly told the Mauers that they needed to purchase points in "Club Wyndham Access," and that in so doing, they could transfer their existing 400,000 points into "Club Wyndham Access." Ms. Kelly represented that by transferring all their points in "Club Wyndham Access," the Mauers could stay where they wanted and when they wanted. Ms. Kelly also told the Mauers that this was the last purchase they would have to make.

137. Based on the representations by Ms. Kelly, the Mauers purchased approximately 105,000 additional points and transferred their other 400,000 points to Club Wyndham Access.

138. The representations made by Ms. Kelly turned out to be false. The Mauers learned that even with 505,000 points, they could not stay where they wanted and when they wanted. For example, the Mauers again attempted to book a one-week stay at the Wyndham Oceanside Pier Resort in Oceanside, California, but it was completely booked. In addition, the Mauers attempted to book a one-week stay at several other Wyndham resorts in the San Diego area, but they were completely booked as well.

139. Additional representations made by Defendants' sales representatives turned out to be false as well. For example, the Mauers have learned that the purchases of points were not "an investment" as was represented, nor could their points be sold for a profit as was represented. To the contrary, the Mauers have learned that they cannot sell their points at all, or at most, for pennies on the dollar.

140. The contracts referenced above are in Defendants' possession.

141. Defendants utilized various methods and tools under Defendants' "TAFT" scheme to dupe the Mauers into purchasing points initially, and thereafter, to purchase additional points, including but not limited to: a) use of a marketer to solicit the Mauers to attend a 90-minute "presentation," when instead the Mauers were attending a high-pressure sales meeting lasting several hours; b) telling the Mauers that they were required to attend an "owners update" meeting, when instead the Mauers were attending a high-pressure sales meeting lasting several hours; c) telling the Mauers that with each purchase they could stay where they wanted and when they wanted; d) telling the Mauers that the purchases were an investment and that the points would appreciate in value and could be sold at a profit; e) preventing the Mauers from rescinding their contract purchasing points in Myrtle Beach, South Carolina; f) failing to exercise good faith and fair dealing; and g) failing to make full, fair and accurate disclosures of information based on material omissions, misrepresentations, and concealment.

142. The Mauers relied on Defendants' material omissions, misrepresentations, and concealment to their detriment. But for these material omissions, representations and concealment by Defendants, the Mauers would not have made purchases totaling 505,000 points from Defendants, at a cost of over $100,000. Thus, the Mauers have suffered harm as a result of Defendants' fraudulent sales scheme.

C. Newsomes

143. Prior to December 2007, the Newsomes were contacted by a representative in Defendants' marketing department, who offered the Newsomes a "complimentary weekend stay" at the Wyndham Bonnet Creek Resort in Orlando, Florida, along with Walt Disney World tickets. In exchange, the Newsomes agreed to attend a 90-minute "presentation."

144. On December 8, 2007, while the Newsomes were at the Wyndham Bonnet Creek Resort for their "complimentary weekend stay," they went to the "presentation" which lasted approximately two hours (instead of the 90-minutes as represented by Defendants' marketer). The Newsomes were then taken to view a Presidential Suite and then brought back to the Defendants' sales office where they were subjected to a high-pressure sales pitch by Duane Trumble which lasted about four hours, in which the Newsomes were told numerous things that turned out later to be untrue.

145. For example, the Newsomes were told that Wyndham was running a limited special offer, and if they purchased 8,400 points, they would receive 216,000 bonus points which could be used for up to one year. The Newsomes were not told that after the 216,000 points expired, the 8,400 points that they purchased for approximately $13,000.00 were useless because it required well over 8,400 points to stay at most if not all of Defendants' resorts, or resorts associated or affiliated with Defendants, for even a single night.

146. In addition, Mr. Trumble told the Newsomes that the Wyndham Bonnet Creek Resort was a highly valued property, and that by being deeded there, they would have priority booking over owners who were not deeded there. By doing so, Mr. Trumble represented that the purchase would be an investment and that the points the Newsomes purchased would appreciate in value and could be sold for a profit.

147. Based on the representations made by Mr. Trumble, the Newsomes purchased 8,400 points which were deeded at the Wyndham Bonnet Creek Resort. The Newsomes also received 216,000 bonus points.

148. Afterwards, the Newsomes learned that once the 216,000 bonus points were used or expired, they had paid over $13,000.00 for 8,400 points, which were useless unless additional points were purchased.

149. In May 2009, the Newsomes booked a stay at the Star Island resort in Kissimmee, Florida. Upon their arrival, they were told that they needed to attend a 60-minute "owner update" meeting, where new benefits would be described. This turned out to be false because the meeting was not an "owner update," but instead, a meeting at Defendants' sales office, where the Newsomes were subjected to a high-pressure sales pitch with Jeffrey Lewis lasting several hours.

150. During this lengthy sales meeting, the Newsomes complained because they were not told that with only 8,400 points, they could not stay anywhere. In response, Mr. Lewis told the Newsomes that they would have to buy more points.

151. The Newsomes indicated that if they purchased more points, they wanted them deeded to the Bonnet Creek Resort so as to have priority booking there. Mr. Lewis told them falsely that there were no more points to be sold at the Wyndham Bonnet Creek Resort, but it was a better deal for the Newsomes to be deeded at the Wyndham Palm-Aire Resort in Pompano Beach, Florida. Mr. Lewis represented to the Newsomes that they could "rent" their points deeded at the Wyndham Palm-Aire Resort for a substantial profit.

152. In addition, Mr. Lewis represented to the Newsomes that by purchasing 120,000 points, they would be able to stay at the Wyndham Bonnet Creek Resort whenever they wanted.

153. Based on the representations made by Mr. Lewis, and given that the Newsomes only owned 8,400 points which were useless, the Newsomes purchased 120,000 additional points, spending over $12,000.

154. The representations made by Mr. Lewis turned out to be false. First, the Newsomes learned that even with 128,400 points they could not stay at the Wyndham Bonnet Creek Resort whenever they wanted. For example, the Newsomes learned that with only 128,400 points, they could only stay at the Wyndham Bonnet Creek Resort during the off season.

155. In May of 2011, the Newsomes booked a stay at Star Island resort in Kissimmee, Florida. Upon their arrival, they were told that they needed to attend a 60-minute "owner update" meeting, where new benefits would be described. This turned out to be false because the meeting was not an "owner update," but instead, a meeting at Defendants' sales office, where the Newsomes were subjected to a high-pressure sales pitch with Hacinto Moen lasting several hours.

156. During this lengthy sales meeting, the Newsomes complained because they were still limited in where and when they could stay at Defendants' resorts, including the Wyndham Bonnet Creek Resort. In response, Mr. Moen told the Newsomes that they would have to buy more points. Mr. Moen told them falsely that it would be better for the Newsomes to be deeded at Star Island resort. Mr. Moen also told the Newsomes that by purchasing an additional 8,400 points, they would be able to stay at the Wyndham Bonnet Creek Resort during weeks other than the off season.

157. Based on the representations by Mr. Moen, the Newsomes purchased an additional 8,400 points, spending more than $13,000.

158. The representations made by Mr. Moen turned out to be false because the Newsomes were still limited in when they could stay at the Wyndham Bonnet Creek Resort, as well as other Wyndham resorts.

159. In May of 2014, the Newsomes booked a stay at Star Island resort in Kissimmee, Florida. Upon their arrival, they were told that they needed to attend a 60-minute "owner update" meeting, where new benefits would be described. This turned out to be false because the meeting was not an "owner update," but instead, a meeting at Defendants' sales office, where the Newsomes were subjected to a high-pressure sales pitch with Jorge Ocasio lasting several hours.

160. During this lengthy sales meeting on May 12, 2014, the Newsomes complained because they were still limited in where they could stay and when they could stay. Mr. Ocasio tried to sell the Newsomes more vacation ownership points, however, when he was unsuccessful, he offered to sell the Newsomes 400,000 "Discovery Points," for only $4,000.00.

161. Based on Mr. Ocasio's representations, the Newsomes made the purchase. Afterwards, however, the Newsomes learned that the "Discovery Points" had to be used by the end of 2014 or they would expire. Faced with expiration of the points for which they paid $4,000.00, the Newsomes used the points to book a stay at a less desirable resort.

162. In November of 2014, the Newsomes booked a stay at the Wyndham Ocean Walk in Daytona Beach, Florida. Upon their arrival, they were told that they needed to attend a 60-minute "owner update" meeting, where new benefits would be described. This turned out to be false because the meeting was not an "owner update," but instead, a meeting at Defendants' sales office, where the Newsomes were subjected to a high-pressure sales pitch with Angelina Martinez lasting several hours.

163. During this lengthy sales meeting, the Newsomes complained because they were still limited in where they could stay and when they could stay. In response, Ms. Martinez told the Newsomes that they needed to purchase points in "Club Wyndham Access," and in so doing, could also transfer their existing 201,000 points into "Club Wyndham Access" as well. Ms. Martinez represented that by having their points in "Club Wyndham Access," the Newsomes could stay where they wanted and when they wanted.

164. Based on the representations by Ms. Martinez, the Newsomes purchased 128,000 additional points and transferred their existing 201,000 points to Club Wyndham Access.

165. The representations made by Ms. Martinez turned out to be false. The Newsomes learned that even by purchasing 128,000 additional points and transferring 201,000 points to Club Wyndham Access, they could not stay where they wanted and when they wanted, in part because not all of Defendants' resorts are included in Club Wyndham Access.

166. In May of 2016, the Newsomes booked a stay at the Wyndham Bonnet Creek Resort in Orlando, Florida. Upon their arrival, they were told that they needed to attend a 60-minute "owner update" meeting, where new benefits would be described. This turned out to be false because the meeting was not an "owner update," but instead, a meeting at Defendants' sales office, where the Newsomes were subjected to a high-pressure sales pitch with Art Bartley lasting several hours.

167. During this lengthy sales meeting, the Newsomes complained that even with the purchase of additional points and transfer of points to Club Wyndham Access, they were still limited in where they could stay and when they could stay, including at the Wyndham Bonnet Creek Resort. Mr. Bartley represented that with the purchase of additional points, the Newsomes would be upgraded to "Platinum" status, which would include priority booking at the Wyndham

Bonnet Creek Resort, access to the Presidential Reserve and the Presidential Floor at any time while staying at the Wyndham Bonnet Creek Resort, which had many additional perks. Mr. Bartley also told the Newsomes that with the purchase of additional points, the Newsomes would receive a guaranteed 50% discount on all their bookings (in other words, Mr. Bartley represented that the Newsomes would be able to book a stay using only half of the points normally required). Mr. Bartley also represented that the Newsomes could use the additional points to pay maintenance fees.

168. Based on the representations made by Mr. Bartley, the Newsomes purchased additional points.

169. The representations made by Mr. Bartley turned out to be false. The Newsomes learned that by purchasing additional points and being elevated to "Platinum" status, they did not have priority booking at the Wyndham Bonnet Creek Resort or access to the Presidential Floor and its many perks. In addition, the Newsomes learned that the "guaranteed" 50% discount did not apply to all bookings, but only those reserved at a particular time, which was extremely limited. Finally, the Newsomes learned that to use points to pay maintenance fees required the points to be converted at a substantially diluted rate so that it was simply not wise economically to use points to pay maintenance fees.

170. Additional representations made by Defendants' sales representatives turned out to be false as well. For example, the Newsomes have learned that the purchases of points were not "an investment" as was represented nor could their points could be sold for a profit. To the contrary, the Newsomes have learned that they cannot sell their points at all, or at most, for pennies on the dollar.

171. The contracts referenced above are in Defendants' possession.

172. Defendants utilized various methods and tools under Defendants' "TAFT" scheme to dupe the Newsomes into purchasing points initially, and thereafter, to purchase additional points, including but not limited to: a) use of a marketer to solicit the Newsomes to attend a 90-minute "presentation," when instead the Newsomes were attending a high-pressure sales meeting lasting several hours; b) telling the Newsomes that they had to attend an "owners update" meeting, when instead the Mauers were attending a high-pressure sales meeting lasting several hours; c) failing to disclose to the Newsomes that their initial purchase of 8,400 points was worthless after the expiration or use of their bonus points; d) telling the Newsomes that with the purchase of points and transfer of points to Club Wyndham Access they could stay where they wanted and when they wanted; e) telling the Newsomes that by purchasing points and being elevated to "Platinum" status, they would have priority booking at the Wyndham Bonnet Creek Resort, and be upgraded to the Presidential Reserve and Presidential Floor at the Wyndham Bonnet Creek Resort; f) telling the Newsomes that by purchasing points and upgrading to "Platinum" status, they would receive a "guaranteed" 50% discount on all bookings; g) telling the Newsomes that they could use points to pay maintenance fees without disclosing the fact that the conversion of points to pay maintenance heavily dilutes the value of the points and that it is not wise economically to do so; h) telling the Newsomes that the purchases were an investment and that the points would appreciate in value and could be sold at a profit; i) failing to exercise good faith and fair dealing; and j) failing to make full, fair and accurate disclosures of information based on material omissions, misrepresentations, and concealment.

173. The Newsomes relied on Defendants' material omissions, misrepresentations, and concealment to their detriment. But for these material omissions, representations and concealment by Defendants, the Newsomes would not have made purchases of 1,000,000 points and paid over

$100,000. Thus, the Newsomes have suffered harm as a result of Defendants' fraudulent sales scheme.

D. Sherwoods

174. In April 2002, the Sherwoods were staying at Royal Vacation Suites in Las Vegas, Nevada, where they owned a timeshare interest. The Sherwoods also owned points with RCI, a competitor of Defendants.

175. As the Sherwoods walked through a casino they were solicited by one of Defendants' marketers, who offered them show tickets to attend a "presentation" at the Fairfield (now Wyndham) Grand Desert Resort in Las Vegas. The Sherwoods agreed and on April 30, 2002, they went to the Fairfield (now Wyndham) Grand Desert Resort and after sitting through a presentation, were subjected to a high-pressure sales pitch from Jim Miele which lasted several hours, in which they were told numerous things that turned out later to be untrue.

176. For example, Mr. Miele told the Sherwoods that if they purchased 105,000 points, which would be deeded at the Fairfield (now Wyndham) Grand Desert resort in Las Vegas, Nevada, they would receive credit for the 126,000 RCI points they owned, which they could use to stay at any of Fairfield's (now Wyndham's) resorts, and would also place them at "VIP" status, giving them priority booking at all of Fairfield's (now Wyndham's) resorts. In addition, Mr. Miele told the Sherwoods that the Fairfield (now Wyndham) Grand Desert resort was a highly valued property, and that by being deeded there, they would have priority booking over owners who were not deeded there. Mr. Miele represented that the purchase would be an investment and that the points they purchased would appreciate in value and could be sold for a profit.

177. Based on the representations made by Mr. Miele, the Sherwoods purchased 105,000 points which were deeded at the Fairfield (now Wyndham) Grand Desert resort in Las Vegas, Nevada, with a purchase price of $11,973.00.

178. The representations made by Mr. Miele turned out to be false. First, the Sherwoods learned that while they were able to book a reservation at the Fairfield (now Wyndham) Grand Desert resort if it was made many, many months in advance, the Sherwoods did not have "priority" at other Fairfield (now Wyndham) resorts and were unable to make reservations to stay elsewhere when they wanted.

179. Second, the Sherwoods learned that the purchase of points was not an investment and they could not sell their points for a profit.

180. In April 2008, the Sherwoods booked a stay at the Wyndham Grand Desert resort in Las Vegas, Nevada. Upon their arrival, they were told that they needed to attend a 60-minute "owner update" meeting, where new benefits would be described. This turned out to be false because the meeting was not an "owner update," but instead, a meeting at Defendants' sales office, where the Sherwoods were subjected to a high-pressure sales pitch from Reggie Buck and A. Zarcaro lasting several hours.

181. During this lengthy sales meeting, the Sherwoods complained because they were still limited in where they could stay and when they could stay at Defendants' resorts. In response, Mr. Buck told the Sherwoods that they would have to buy more points. Mr. Buck also told them falsely that it in the very near future, their RCI points would not be included in the total number of points that they could use to book reservations at Wyndham resorts and that unless they purchased additional points, they would lose their "VIP" status, which gave them priority booking status at the Wyndham Grand Desert resort.

182. Based on Mr. Buck's representations, the Sherwoods discussed buying additional points which would be deeded at the Wyndham Grand Desert resort. Mr. Buck falsely told them that Wyndham could not sell additional points at the Wyndham Grand Desert resort, but that they

could buy points which would be deeded at the Wyndham Bonnet Creek Resort in Orlando, Florida, which were more valuable and would appreciate over time.

183. Based on the representations by Mr. Buck, the Sherwoods purchased an additional 126,000 points, with a purchase price of over $32,000.

184. The representations made by Mr. Buck turned out to be false. First, Wyndham did not discontinue the inclusion of RCI points in the total number of points that the Sherwoods could use each year to book reservations, so contrary to Mr. Buck's representations, the Sherwoods were not going to lose their "VIP" status if they did not purchase additional points.

185. Second, as a result of the purchased points being deeded at the Wyndham Bonnet Creek Resort, the Sherwoods were forced to pay hundreds of dollars in Florida property taxes that they would not have otherwise been required to pay.

186. Third, as discussed below, the Sherwoods could have purchased points which were deeded at the Wyndham Grand Desert resort but were misled otherwise.

187. Fourth, contrary to Mr. Buck's representations, the 126,000 points purchased did not give the Sherwoods priority status for booking at the Wyndham Grand Desert resort. In fact, as a result of the purchase, the Sherwoods lost all priority status at the Wyndham Grand Desert resort.

188. Finally, contrary to Mr. Buck's representations, the points purchased that were deeded at the Wyndham Bonnet Creek Resort did not appreciate in value.

189. In May of 2009, the Sherwoods booked a stay at the Wyndham Grand Desert resort in Las Vegas, Nevada. Upon their arrival, they were told that they needed to attend a 60-minute "owner update" meeting, where new benefits would be described. This turned out to be false because the meeting was not an "owner update," but instead, a meeting at Defendants' sales office,

where the Sherwoods were subjected to a high-pressure sales pitch from Brenda Schaffer lasting several hours.

190. During this lengthy sales meeting on May 3, 2009, the Sherwoods complained because they had lost their priority booking status at the Wyndham Grand Desert resort due to the prior Wyndham Bonnet Creek Resort purchase and were forced to pay Florida property taxes which had not been disclosed to them by Defendants' sales representative. Ms. Schaffer said the solution to the "problem" was for the Sherwoods to buy more points and transfer their existing points to a deed at the Wyndham Grand Desert resort in Las Vegas, Nevada. In so doing, Ms. Schaffer represented that the Sherwoods would once again have priority booking at the Wyndham Grand Desert resort and could book there whenever they wanted.

191. The Sherwoods confronted Ms. Schaffer about Mr. Buck's representations that Defendants could no longer deed points to the Wyndham Grand Desert resort. Ms. Schaffer claimed that an owner had just "reneged" on their points, so if they purchased that day, she could deed the Sherwoods back to the Wyndham Grand Desert resort.

192. Based on Ms. Schaffer's representations, the Sherwoods purchased 182,000 points which were deeded to the Wyndham Grand Desert resort along with their transferred points, at a purchase price of $22,596.26.

193. The representations made by Ms. Schaffer turned out to be false. While the Sherwoods were able to book a reservation at the Wyndham Grand Desert resort, they had to do so many, many months in advance, otherwise the resort was booked and not available.

194. In October 2009, the Sherwoods booked a stay at the Wyndham Ocean Boulevard in Myrtle Beach, South Carolina. Upon their arrival, they were told that they needed to attend a 60-minute "owner update" meeting, where new benefits would be described. This turned out to

be false because the meeting was not an "owner update," but instead, a meeting at Defendants' sales office, where the Sherwoods were subjected to a high-pressure sales pitch from Kevin Pollock lasting several hours.

195. During this lengthy sales meeting, the Sherwoods complained because they were still limited in where they could stay and when they could stay. In particular, the Sherwoods had tried to book at the Wyndham Ocean Boulevard during the Fourth of July holiday, but the resort was booked. In response, Mr. Pollock told the Sherwoods that they needed to purchase points and have them deeded at the Wyndham Ocean Boulevard, which would give them priority booking at the resort so they could stay there whenever they wanted, including the Fourth of July holiday.

196. Based on the representations by Mr. Pollock, the Sherwoods purchased 28,000 additional points which were deeded at the Wyndham Ocean Boulevard, with a purchase price of $5,948.00.

197. The representations made by Mr. Pollock turned out to be false. The Sherwoods learned that even by purchasing 28,000 additional points which were deeded at the Wyndham Ocean Boulevard resort, they could not stay there when they wanted, including during the Fourth of July holiday.

198. In October 2013, the Sherwoods booked a stay at the Wyndham Ocean Boulevard in Myrtle Beach, South Carolina. Upon their arrival, they were told that they needed to attend a 60-minute "owner update" meeting, where new benefits would be described. This turned out to be false because the meeting was not an "owner update," but instead, a meeting at Defendants' sales office, where the Sherwoods were subjected to a high-pressure sales pitch from Mark Spinelli lasting several hours.

199. During this lengthy sales meeting, the Sherwoods complained that even with the purchase of 28,000 additional points which were deeded at the Wyndham Ocean Boulevard resort, they did not have priority and were still limited in when they could stay there, including not on the Fourth of July holiday. Mr. Spinelli stated that the "problem" was that the Sherwoods did not have enough points deeded at the Wyndham Ocean Boulevard resort and that by purchasing an additional 105,000 points deeded at the Wyndham Ocean Boulevard resort, the Sherwoods would have priority and have no problem whatsoever staying there whenever they wanted, including the Fourth of July holiday.

200. Based on the representations made by Mr. Spinelli, the Sherwoods purchased an additional 105,000 points deeded at the Wyndham Ocean Boulevard resort, with a purchase price of $23,449.00.

201. The representations made by Mr. Spinelli turned out to be false. The Sherwoods learned that even by purchasing an additional 105,000 points which were deeded at the Wyndham Ocean Boulevard resort, they could not stay there when they wanted, including not on the Fourth of July holiday.

202. In December 2013, the Sherwoods booked a stay at the Wyndham Grand Desert in Las Vegas, Nevada. Upon their arrival, they were told that they needed to attend a 60-minute "owner update" meeting, where new benefits would be described. This turned out to be false because the meeting was not an "owner update," but instead, a meeting at Defendants' sales office, where the Sherwoods were subjected to a high-pressure sales pitch from Armondo (Goosman or Osman) lasting several hours.

203. During this lengthy sales meeting on December 23, 2013, the Sherwoods complained that even with the purchase of 105,000 additional points which were deeded at the

Wyndham Ocean Boulevard resort, they did not have priority and were still limited in when they could stay there, including not on the Fourth of July holiday. Armondo told the Sherwoods that Wyndham had a new program called "Pathways," which would allow the Sherwoods to sell their points back. In order to qualify for the "Pathways" program, however, the Sherwoods would need at least 1,000,000 total points, requiring them to make an additional purchase.

204. Armondo also represented that the Sherwoods could use their points each year to pay maintenance fees and represented that for each 500,000 points, the Sherwoods could pay $3,000.00 in maintenance fees.

205. Based on the representations made by Armondo, the Sherwoods purchased an additional 244,000 points, with a purchase price of $44,287.10.

206. The representations made by Armondo turned out to be false. First, the Sherwoods learned that in the "Pathways" program, an owner would have to wait five years before selling points back to Wyndham, and further, that Wyndham would only pay 20% of the purchase price.

207. Second, the Sherwoods learned that they could only use points to pay for maintenance fees every other year, as opposed to every year.

208. Third, the Sherwoods learned that to use points to pay maintenance fees required the points to be converted at a substantially diluted rate so that it was simply not wise economically to use points to pay maintenance fees. More specifically, using 500,000 points would only pay $1,200.00 in maintenance fees, as opposed to $3,000.00 as represented by Armondo.

209. In October 2014, the Sherwoods booked a stay at the Wyndham Ocean Boulevard in Myrtle Beach, South Carolina. Upon their arrival, they were told that they needed to attend a 60-minute "owner update" meeting, where new benefits would be described. This turned out to be false because the meeting was not an "owner update," but instead, a meeting at Defendants'

sales office, where the Sherwoods were subjected to a high-pressure sales pitch from Cathy (last name unknown) lasting several hours.

210. During this lengthy sales meeting on October 26, 2014, the Sherwoods complained that even with owning 1,000,000 points, they did not have priority at the Wyndham Ocean Boulevard resort and were still limited in when they could stay there, including not on the Fourth of July holiday. The Sherwoods also complained about the misrepresentations made by Armondo regarding the "Pathways" program, including how points could be used every year to pay for maintenance fees.

211. Cathy told the Sherwoods that the solution to the "problem" regarding priority at the Wyndham Ocean Boulevard resort was to purchase more points deeded at the Wyndham Ocean Boulevard resort to place them in "Presidential Reserve" status, which would give them priority booking and the ability to stay at the Wyndham Ocean Boulevard resort any time they wanted, including the Fourth of July holiday.

212. Based on the representations made by Cathy, the Sherwoods purchased an additional 229,000 points, with a purchase price of $58,608.00.

213. The representations made by Cathy turned out to be false. First, while Cathy represented to the Sherwoods that the 229,000 points were being deeded at the Wyndham Ocean Boulevard resort in Myrtle Beach, South Carolina, the points were actually deeded at the Wyndham Vacation Resorts Smugglers' Notch Vermont in Smugglers' Notch, Vermont. Not only did the Sherwoods have no interest in booking a stay at Wyndham Vacation Resorts Smugglers' Notch Vermont, a ski resort, they were shocked at the beginning of 2015 when they received a Vermont property tax bill for over $2,000.00.

214. Second, despite the representation that the latest purchase would place the Sherwoods in "Presidential Reserve" status and that they could stay at the Wyndham Ocean Boulevard resort whenever they wanted, this was not true and the Sherwoods were still unable to book a reservation at that resort during the Fourth of July holiday.

215. In May 2015, the Sherwoods booked a stay at the Wyndham Grand Desert in Las Vegas, Nevada. Upon their arrival, they were told that they needed to attend a 60-minute "owner update" meeting, where new benefits would be described. This turned out to be false because the meeting was not an "owner update," but instead, a meeting at Defendants' sales office, where the Sherwoods were subjected to a high-pressure sales pitch from Andrew Zokolow lasting several hours.

216. During this lengthy sales meeting on May 21, 2015, the Sherwoods complained about the prior purchase of points where, unbeknownst to them, they were deeded at Wyndham Vacation Resorts Smugglers' Notch Vermont. In addition, the Sherwoods complained about not being able to book at the Wyndham Ocean Boulevard Resort, and still being limited in when they could stay there, including the Fourth of July holiday, despite making additional purchases based on Defendants' representations.

217. Mr. Zokolow represented to the Sherwoods that not only had they purchased additional points which were deeded at Wyndham Vacation Resorts Smugglers' Notch Vermont, *all* of their existing points had been transferred to Wyndham Vacation Resorts Smugglers' Notch Vermont as well, thereby eliminating their "priority" status at both the Wyndham Ocean Boulevard and Wyndham Grand Desert resorts.

218. In order to fix the "problem," Mr. Zokolow told the Sherwoods that they would have to purchase more points so that the new points and their existing points could be moved to

one deeded property. At that point, the Sherwoods gave up hope of getting priority at the Wyndham Ocean Boulevard resort, and decided to purchase more points that were deeded to the Wyndham Grand Desert resort and transfer their existing points there as well.

219. Based on Mr. Zokolow representations, the Sherwoods purchased an additional 105,000 points which were deeded to the Wyndham Grand Desert resort along with their transferred points, with a purchase price of $19,122.70.

220. Even after the May 21, 2015 purchase, the Sherwoods could only get "priority" booking at the Wyndham Grand Desert resort by booking many, many months in advance. The Sherwoods continued to have problems booking elsewhere due to availability.

221. Additional representations made by Defendants' sales representatives turned out to be false as well. For example, the Sherwoods have learned that the purchases of points were not "an investment" as was represented nor could their points be sold for a profit, as represented to them by Defendants' sales representatives, including Reggie Buck, Brenda Schaffer and Mark Spinelli. To the contrary, the Sherwoods have learned that they cannot sell their points at all, or at most, for pennies on the dollar.

222. The contracts referenced above are in Defendants' possession.

223. Defendants utilized various methods and tools under Defendants' "TAFT" scheme to dupe the Sherwoods into purchasing points initially, and thereafter, to purchase additional points, including but not limited to: a) telling the Sherwoods that they had to attend an "owners update" meeting, when instead the Sherwoods were attending a high-pressure sales meeting lasting several hours; b) telling the Sherwoods that making a purchase would place them in "VIP" status, which would give them priority booking at all of Wyndham's resorts; c) telling the Sherwoods that RCI points would no longer be included in the number of points that they could use to book

reservations at Wyndham resorts in the near future and that they would lose "VIP" status unless they purchased additional points; d) telling the Sherwoods that they could not buy additional points which were deeded at the Wyndham Grand Desert resort; e) telling the Sherwoods that deeded points at the Wyndham Bonnet Creek Resort were more valuable and would appreciate over time; f) failing to disclose to the Sherwoods that deeding them at Wyndham Bonnet Creek Resort would resulting in them paying Florida property taxes; g) telling the Sherwoods on numerous occasions that the purchase of points would give them priority in reservations and that they could book a reservation at the Wyndham Grand Desert resort and/or Wyndham Ocean Boulevard resort at any time; h) telling the Sherwoods that Wyndham would buy back points; i) misrepresenting to the Sherwoods how points could be used to pay maintenance fees and failing to disclose to the Sherwoods that the use of points to pay maintenance fees would be extremely diluted and a bad decision economically to do so; j) telling the Sherwoods that a purchase would put them in "Presidential Reserve" status, which would give them priority booking and the ability to stay at the Wyndham Ocean Boulevard resort any time they wanted, including the Fourth of July holiday; k) falsely telling the Sherwoods that they were buying points deeded at the Wyndham Ocean Boulevard resort when they were actually deeded at the Wyndham Vacation Resorts Smugglers' Notch Vermont; l) deceptively transferring all of the Sherwoods' points to a deed at the Wyndham Vacation Resorts Smugglers' Notch Vermont resulting in the Sherwoods purchasing more points based on more misrepresentations;" m) telling the Sherwoods that the purchases were an investment and that the points would appreciate in value and could be sold at a profit; n) failing to exercise good faith and fair dealing; and o) failing to make full, fair and accurate disclosures of information based on material omissions, misrepresentations, and concealment.

224. The Sherwoods relied on Defendants' material omissions, misrepresentations, and concealment to their detriment. But for these material omissions, representations and concealment by Defendants, the Sherwoods would not have made purchases of more than 1,000,000 points and paid over $218,000. Thus, the Sherwoods have suffered harm as a result of Defendants' fraudulent sales scheme.

E. Van Ettens

225. In January 2011, the Van Ettens were attending a trade show in Orlando, Florida and staying at the Orlando Vista Hotel, where Defendants operated a kiosk in the hotel lobby offering the Van Ettens a $100.00 prepaid VISA card to attend a one-hour "presentation" at the Wyndham Bonnet Creek Resort.

226. On January 23, 2011, the Van Ettens went to the Wyndham Bonnet Creek Resort for the "presentation," which was held in a large conference room attended by 45-50 people.

227. During the slide-show presentation, Defendants' employees touted the greatness of timeshare ownership and how it would permit owners to vacation where they wanted and when they wanted, and how owners could vacation at a very affordable price.

228. Upon information and belief, some of Defendants' employees were planted in the crowd of attendees posing as current owners. During the presentation, several of the planted employees posing as owners stood up and told the crowd that they owned timeshares and that ownership was great and allowed them to travel where they wanted and when they wanted at a very affordable price.

229. Following the presentation, the Van Ettens were taken by Defendants' sales representative Joshua Adams to view one of the Presidential Suites.

230. The Van Ettens were then taken to a table where they were subjected to a high-pressure sales pitch by Mr. Adams. The Van Ettens repeatedly said "no" to making a purchase and told Mr. Adams that they did not have money to purchase a timeshare.

231. The Van Ettens asked to leave and requested their $100.00 prepaid VISA card. Mr. Adams left under the guise of getting the Van Ettens' prepaid VISA card, at which time, one of Defendants' "managers" came to the table and continued the high-pressure sales pitch.

232. Defendants' high-pressure sales pitch lasted about four hours, during which the Van Ettens were told numerous things that turned out later to be untrue.

233. For example, the Van Ettens were told that by purchasing points, they could stay at any Wyndham resort when they wanted to stay.

234. The Van Ettens were told that Orlando was the number one vacation destination in the world and that buying points was an investment which would appreciate over time and could be sold for a profit.

235. The Van Ettens were told that the Wyndham Bonnet Creek Resort was a highly valued property, and that by being deeded there, they would have priority booking over other owners who were not deeded at the Wyndham Bonnet Creek Resort.

236. The Van Ettens were told that if they purchased that day, they would also receive bonus points which could be used for up to two years.

237. Based on the representations made by Mr. Adams and Defendants' "manager," the Van Ettens purchased 112,000 points at a purchase price of $18,700.00. Of that amount, the Van Ettens financed $16,191.65 with Wyndham Vacation Ownership, Inc. at 17.99% interest per annum for 10 years. The Van Ettens also received 112,000 Bonus Points.

238. Following the purchase on January 23, 2011, the Van Ettens learned that what they had been told by Mr. Adams and Defendants' "manager" was false. The Van Ettens found out that with only 224,000 points they could not stay at any Wyndham resort at any time and that there were numerous Wyndham resorts that required more points to stay a week during any part of the year.

239. In addition, the Van Ettens learned that with only 224,000 points, they were severely limited in staying at other Wyndham resorts, being restricted to certain times of the year that were not during the peak season.

240. In addition, when the Van Ettens attempted to make reservations at numerous resorts, they were told that no units were available during the times when they wanted to stay.

241. Finally, the Van Ettens later realized that after two years they would be further restricted in their ability to stay where they wanted and when they wanted due to their bonus points expiring.

242. In October 2011, the Van Ettens booked a stay at the Wyndham Ocean Ridge in Edisto Beach, South Carolina. Upon their arrival, they were told that they needed to attend a 60-minute "owner update" meeting, where new benefits would be described. This turned out to be false because the meeting was not an "owner update," but instead, a meeting at Defendants' sales office, where the Van Ettens were subjected to a high-pressure sales pitch from Defendants' sales representative, Richard Pinkham, lasting several hours.

243. Upon the Van Ettens' arrival at the "owner update" meeting, they first attended a "presentation" which was attended by other owners.

244. Upon information and belief, some of Defendants' employees were planted in the crowd of attendees posing as current owners. During the presentation, at least one of the planted

employees posing as an owner stood up and told the crowd that he owned timeshares at three different locations and that ownership was great.

245. Following the "presentation," the Van Ettens were taken to a sales table, where they were subjected to a high-pressure sales pitch by sales representative Richard Pinkham lasting several hours.

246. During this lengthy sales meeting, the Van Ettens complained because they were limited in where they could stay and when they could stay. In response, Mr. Pinkham told the Van Ettens that they would have to buy more points.

247. Mr. Pinkham represented to the Van Ettens that by purchasing an additional 112,000 points, plus receiving an additional 112,000 bonus points, it would place them at "Gold" status with priority booking, and they could stay at any resort when they wanted.

248. Mr. Pinkham represented to the Van Ettens that on January 1, 2012, the price for points would increase, so they should buy today so that their points would appreciate.

249. Based on the representations made by Mr. Pinkham, the Van Ettens purchased 112,000 additional points, with a purchase price of $16,100.00. The Van Ettens financed $12,622.05 with Wyndham Vacation Ownership, Inc. at 15.99% interest per annum for 10 years. The Van Ettens received an additional 112,000 bonus points which could be used over a two-year period.

250. The representations made by Mr. Pinkham turned out to be false. The Van Ettens were still unable to stay where they wanted and when they wanted. In addition, the Van Ettens continued to have problems making reservations, finding out that in order to book a unit at a resort the reservation had to be made many, many months in advance. Otherwise, the resorts were always booked when the Van Ettens attempted to make a reservation.

251. In January 2012, the Van Ettens booked a stay at the Wyndham Bonnet Creek Resort in Orlando, Florida. After checking in, the Van Ettens were directed to the Concierge Desk to obtain their parking pass. At the Concierge Desk, Defendants' representative told the Van Ettens that in order to receive their parking pass, they had to attend a 60-minute "owner update" meeting, where new benefits would be described. Because Defendants were holding the Van Ettens' parking pass hostage, they agreed to attend the "owner update" meeting on January 13, 2012.

252. The meeting was not an "owner update," but instead, a meeting at Defendants' sales office, where the Van Ettens were subjected to a high-pressure sales pitch by numerous Defendants' sales representatives lasting several hours.

253. After the Van Ettens refused to purchase additional points, they were taken to a room crammed with other couples who also refused to make purchases. They were then subjected to more high-pressure sales pitches, where they were told that Defendants had a new concept called "Discovery," which would allow the Van Ettens to purchase points to use within a certain time period.

254. The Van Ettens were told that with the "Discovery" points, there would be no costly maintenance fees like those the Van Ettens were currently paying with deeded interests at the Wyndham Bonnet Creek Resort and Wyndham Ocean Ridge resort.

255. The Van Ettens were told that "Discovery" points were a "win, win," and that if they "upgraded" the "Discovery" points to ownership points at a later time, they would receive double or triple credit.

256. Based on the representations made by Defendants' sales representative, the Van Ettens purchased "Discovery" points, putting down approximately $294.00, and agreeing to pay $132.71 per month for a set period of time.

257. The representations made by Defendants' sales representative turned out to be false because the Van Ettens were not able to "upgrade" the "Discovery" points for double or triple credit.

258. In May of 2013, the Van Ettens booked a stay at the Wyndham Skyline Tower in Atlantic City, New Jersey. Upon their arrival, they were told that they needed to attend a 60-minute "owner update" meeting, where new benefits would be described. This turned out to be false because the meeting was not an "owner update," but instead, a meeting at Defendants' sales office, where the Van Ettens were subjected to a high-pressure sales pitch from Defendants' sales representative, Arty Richel, lasting several hours.

259. During this lengthy sales meeting on May 2, 2014, the Van Ettens were told by Mr. Richel that Wyndham had a great new plan called "Club Wyndham Access," which would allow the Van Ettens to achieve "VIP" status and stay at any Wyndham resort when they wanted.

260. Mr. Richel represented to the Van Ettens that by purchasing additional points that day in Club Wyndham Access, they could transfer their existing points to Club Wyndham Access as well, and by doing so, would no longer have to pay high maintenance fees at the Wyndham Bonnet Creek Resort and Wyndham Ocean Ridge resort.

261. Based on Mr. Richel's representations, the Van Ettens purchased an additional 176,000 points, with a purchase price of $66,357.00. The Van Ettens traded in their 112,000 points deeded at the Wyndham Bonnet Creek Resort and 112,000 points deeded at the Wyndham Ocean

Ridge resort. The Van Ettens financed $20,811.00 through Wyndham Vacation Resorts, Inc. at 11.99% interest per annum over 10 years.

262. In June 2013, the Van Ettens went to Hawaii, staying at several Wyndham resorts. When arriving at the Wyndham Royal Sea Cliff resort, they were told that they needed to attend a 60-minute "owner update" meeting, where new benefits would be described. This turned out to be false because the meeting was not an "owner update," but instead, a meeting at Defendants' sales office, where the Van Ettens were subjected to a high-pressure sales pitches by Defendants' sales representative, Evangeline DesMarais, and Defendants' "manager," Riley Yamagata, lasting several hours.

263. During this lengthy sales meeting, the Van Ettens were told that they should buy an additional 105,000 points to reach "Gold" status, and also so that they could transfer their existing 400,000 points from "Club Wyndham Access" to the Wyndham Vacation Resorts Royal Garden at Waikiki in Honolulu, Hawaii.

264. Ms. DesMarais and Mr. Yamagata represented to the Van Ettens that by achieving "Gold" status, the Van Ettens would have priority booking status and could stay at any Wyndham resort at any time.

265. Ms. DesMarais and Mr. Yamagata represented to the Van Ettens that by purchasing an additional 105,000 points which would be deeded at the Wyndham Vacation Resorts Royal Garden at Waikiki, they could also transfer their existing points currently in "Club Wyndham Access."

266. Ms. DesMarais and Mr. Yamagata represented to the Van Ettens that the Wyndham Vacation Resorts Royal Garden at Waikiki was a "hot" property and that they could rent there at a substantial profit, which made it better than Club Wyndham Access.

267. Mr. Yamagata represented to the Van Ettens that if they purchased additional points and transferred their existing points to the Wyndham Vacation Resorts Royal Garden at Waikiki, they could stay a week at numerous Wyndham resorts for only 77,000 points, including Wyndham resorts located in Kailua-Kona and Maui, Hawaii and in San Francisco, California.

268. Ms. DesMarais and Mr. Yamagata represented to the Van Ettens that they could finance at 0% interest.

269. Based on the representations by Ms. DesMarais and Mr. Yamagata, the Van Ettens purchased 105,000 additional points at a purchase price of $87,726.00, which was deeded at the Wyndham Vacation Resorts Royal Garden at Waikiki. The Van Ettens also transferred their existing 400,000 points in "Club Wyndham Access," to a deeded interest at the Wyndham Vacation Resorts Royal Garden at Waikiki.

270. The representations made by Ms. DesMarais and Mr. Yamagata turned out to be false. The Van Ettens learned that even by purchasing 105,000 additional points and transferring 400,000 points from Club Wyndham Access to the Wyndham Vacation Resorts Royal Garden at Waikiki, they could not stay where they wanted and when they wanted.

271. In addition, the Van Ettens learned that they could not stay a week at numerous Wyndham resorts for only 77,000 points, including Wyndham resorts located in Kailua-Kona and Maui, Hawaii and in San Francisco, California.

272. In addition, the Van Ettens learned that they could not rent vacation time for a profit at the Wyndham Vacation Resorts Royal Garden at Waikiki.

273. Finally, the Van Ettens learned that their financing was not at 0% interest, but was 11.49% per annum over a 10-year period.

274. The contracts referenced above are in Defendants' possession.

275. Defendants utilized various methods and tools under Defendants' "TAFT" scheme to dupe the Van Ettens into purchasing points initially, and thereafter, to purchase additional points, including but not limited to: a) use of a marketer to solicit the Van Ettens to attend a one-hour "presentation," when instead the Van Ettens were attending a high-pressure sales meeting lasting several hours; b) telling the Van Ettens that they had to attend an "owners update" meeting, when instead the Van Ettens were attending a high-pressure sales meeting lasting several hours; c) telling the Van Ettens that they could not receive their parking pass unless they attended an "owners update" meeting; d) using Defendants' employees to pose as owners during presentations; e) failing to disclose to the Van Ettens that their initial purchase of points would not allow them to make a reservation where they wanted and when they wanted; f) telling the Van Ettens that by purchasing points deeded at the Wyndham Bonnet Creek Resort, they would have priority booking there and could make a reservation to stay there at any time; f) failing to tell the Van Ettens that after the bonus points expired, they would be further restricted in where they stayed and when they stayed; g) telling the Van Ettens that with the purchase of points and transfer of points to Club Wyndham Access they could stay where they wanted and when they wanted; h) telling the Van Ettens that "Discovery" points could be upgraded to ownership points at double or triple credit; i) telling the Van Ettens that by purchasing additional points, they would be upgraded to "VIP" status, which would allow them to stay where they wanted and when they wanted; j) telling the Van Ettens that by purchasing additional points, they would be upgraded to "Gold" status, which would allow them to stay where they wanted and when they wanted; k) telling the Van Ettens that if they purchased additional points, they could stay a week at numerous Wyndham resorts for 77,000 points, including Wyndham resorts located in Kailua-Kona and Maui, Hawaii and in San Francisco, California; l) telling the Van Ettens that they were financing at 0% per annum; m) telling

the Van Ettens that they could rent vacation time for a profit; n) telling the Van Ettens that the purchases were an investment and that the points would appreciate in value and could be sold at a profit; o) failing to exercise good faith and fair dealing; and p) failing to make full, fair and accurate disclosures of information based on material omissions, misrepresentations, and concealment.

276. The Van Ettens relied on Defendants' material omissions, misrepresentations, and concealment to their detriment. But for these material omissions, representations and concealment by Defendants, the Van Ettens would not have made purchases of 505,000 points and paid over $100,000. Thus, the Van Ettens have suffered harm as a result of Defendants' fraudulent sales scheme.

IX. CLASS ALLEGATIONS

277. Pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(2), 23(b)(3) and 23(c)(4), Plaintiffs bring this action on behalf of themselves and all other persons similarly situated. In particular, they seek to represent a class of:

> All persons who purchased one or more timeshare interest(s)/vacation ownership interest(s) from Defendants in 31 of the 32 states listed in Paragraph 2, excluding purchases made in Tennessee only, and the 2 U.S. territories listed in Paragraph 2, since December 22, 2008.

Excluded from coverage of the above class definition are: Defendants, each of the companies' officers, directors, and employees; any entity in which one or more of the companies has a controlling interest or which has a controlling interest in one or more of the companies, and that entity's officers, directors, and employees; the judge assigned to this case and his or her immediate family; all expert witnesses in this case; and all persons who make a timely election to be excluded from the class.

278. Plaintiffs reserve their right to allege additional subclasses as warranted.

A. Plaintiffs meet the prerequisites of Rule 23(a)

279. Numerosity. The Class contains many thousands of individuals who have purchased VOIs from Defendants within the recovery period. The Class is thus so numerous that joinder of all members would be impracticable.

280. Commonality. The answers to questions common to the Class will drive the resolution of this litigation. Specifically, resolution of this case will be driven by questions relating to Defendants' fraudulent "TAFT" scheme described in this First Amended Complaint, including material omissions, misrepresentations, and concealment about Defendants' timeshare ownership program, Defendants' uniform and standardized material omissions, misrepresentations, and concealment about the Class Members' ability to use properties owned or operated by Defendants, or associated or affiliated with Defendants, Defendants' actions in selling VOIs to Class Members, and Defendants' actions in making their timeshare properties, and those associated or affiliated with Defendants, available for use by Class Members.

281. The common questions of law and fact include:

a. whether Defendants employed a scheme or artifice to defraud Class Members (i.e. prospective owners and current owners) in the advertising and sale of Defendants' timeshare ownership program;

b. whether Defendants used false and misleading tactics to lure Class Members (i.e. prospective owners and current owners) to attend high-pressure sales meetings;

c. whether Defendants misrepresented the nature, scope and length of meetings to Class Members;

d. whether Defendants made misrepresentations to Class Members in the advertising and sale of Defendants' timeshare ownership program;

e. whether Defendants omitted material information in the advertising and sale of Defendants' timeshare ownership program to Class Members;

f. whether Defendants provided full, fair and accurate disclosures to Class Members regarding the purchase of VOIs and the Class Members' rights and obligations associated with same;

g. whether Defendants owed a duty to Class Members to disclose information;

h. whether Defendants fraudulently induced Class Members to enter into contracts for the purchase of VOIs;

i. whether Defendants' misrepresentations, omissions, and concealment were material;

j. whether Defendants actions were deliberate;

k. whether any misrepresentations, omissions, and concealment by Defendants caused the Class Members' injuries;

l. whether Defendants violated the state and U.S. territory timeshare laws.

m. whether Defendants violated the state and U.S. territory consumer protection and unfair and deceptive trade practice laws.

n. whether Defendants breached their contracts with Class Members;

o. whether Defendants breached their duty of good faith and fair dealing with Class Members; and

p. whether Defendants should be required to disgorge profits to Class Members.

282. Typicality. Plaintiffs have the same interests as all Class Members they seek to represent, and all of Plaintiffs' claims arise out of the same set of facts and conduct as all other

Class Members. Plaintiffs and all Class Members purchased VOIs at one or more of Defendants' resorts. All of the claims of Plaintiffs and Class Members arise out of Defendants' omissions, misrepresentations, and concealment of material facts and other wrongful conduct regarding the nature and availability of the timeshare interests they sold to Class Members, and their policies and procedures regarding marketing, selling, and facilitating Plaintiffs' and the Class Members' use of those interests.

283. Adequacy. Plaintiffs will fairly and adequately represent and protect the interest of Class Members: Plaintiffs' interests align with those of Class Members, and Plaintiffs have no fundamental conflicts with the Class. Plaintiffs have retained counsel competent and experienced in class action litigation, including consumer fraud, who will fairly and adequately represent the Class.

B. Plaintiffs meet the prerequisites of Rule 23(b)(2)

284. An injunction should be issued enjoining Defendants from the continuation of their fraudulent "TAFT" scheme. Further, Defendants should be enjoined from continuing to violate the laws of the state and U.S. territories described herein. Additionally, that an injunction be issued declaring that Plaintiffs' and Class Members have a right to rescind their contracts and that Defendants must disgorge profits received from Plaintiffs and Class Members.

C. Plaintiffs meet the prerequisites of Rule 23(b)(3)

285. Predominance and Superiority. The common questions of law and fact enumerated above predominate over the questions affecting only individual Class Members, and a class action is superior to other methods for the fair and efficient adjudication of this controversy, as joinder of all members is impracticable. Defendants have acted under a uniform fraudulent scheme with respect to the Class.

286. Defendants are sophisticated parties with substantial resources, while Class Members are not, and prosecution of this litigation is likely to be expensive. Because the economic damages suffered by any individual Class Member may be relatively modest compared to the expense and burden of individual litigation, and because individual suits pursuing those damages would burden the courts and take many years to complete, it would be impracticable for the many thousands of Class Members to seek redress individually for Defendants' unlawful and wrongful conduct as alleged herein.

287. The fraudulent conduct and ongoing harm to the Class described above counsel in favor of swiftly and efficiently managing this case as a class action, which preserves judicial resources and minimizes the possibility of serial or inconsistent adjudications.

288. Class Members have all suffered and will continue to suffer harm and damages as a result of Defendants' unlawful and wrongful conduct. Absent a class action, Class Members will continue to have wrongfully obtained contracts and related obligations foisted upon them, and further be restricted from using their timeshare interests while incurring monetary damages, and Defendants' misconduct will continue without remedy, while their ill-gotten profits will grow at the expense of the Class. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

289. There will be no undue difficulty in the management of this litigation as a class action.

D. The proposed class is ascertainable.

290. The Class is defined by reference to objective criteria, and there is an administratively feasible mechanism to determine who fits within the Class. The Class consists of purchasers and owners of Defendants' VOIs, and class membership can be determined using

contracts, deeds, receipts, ownership documentation, communications, and records in Defendants' possession.

X. FIRST AMENDED COMPLAINT COUNTS

291. This Court's January 2, 2019 Order noted that "Counts I and Counts II [of the Complaint] allege violations of twenty-five separate timeshare laws and twenty-seven separate consumer protections laws." *See* DE 6, Order, p. 1 (citation omitted).

292. This Court's January 2, 2019 Order found that "Counts I and II" of the Complaint "plead[s] numerous causes of action" and need to be re-pled. *See* DE 6, Order, p. 3 (citation omitted).

293. This First Amended Complaint sets forth separate counts seeking relief under twenty-five state and one U.S. territory timeshare laws (Counts One – Counts Twenty-Five) and twenty-seven state and one U.S. Territory consumer laws (Counts Twenty-Six – Counts Fifty-Two) (collectively, the "Statutory Claims").

294. At this stage of the litigation, the named Representative Plaintiffs can assert claims on behalf of unnamed Class Members who have statutory claims or common law claims in any of the states or U.S. territories subject to this First Amended Complaint. *See Sos v. State Farm Mut. Auto. Ins. Co.*, 2018 WL 1866079, *2 (M.D. Fla. Sept. 12, 2018) (J. BYRON); *see also Langan v. Johnson & Johnson Consumer Companies, Inc.,* 897 F.3d 88, 93-95(2nd Cir. 2018) (opining that "as long as the named plaintiffs have standing to sue the named defendants, any concern about whether it is proper for a class to include out-of-state, nonparty class members with claims subject to different state laws is a question of predominance under Rule 23(b)(3)[,]" and acknowledging "the obvious truth that class actions necessarily involve plaintiffs litigating injuries that they themselves would not have standing to litigate[,]" including "state law claims of unnamed class members[.]")

295. This Court's January 2, 2019 Order also noted that "each Count [in the Complaint] avers claims against 'Defendants' without specifying what conduct each Defendant participated in to give rise to liability" and that the Complaint "fails to differentiate between Defendants in any of the Counts." *See* DE 6, Order, p. 3 (citation omitted).

296. Defendants' sales representative were employed by Wyndham Vacation Resorts, Inc. and/or Wyndham Vacation Ownership, Inc.

297. Plaintiffs' contracts for the purchase of VOIs (i.e. points) list Wyndham Vacation Resorts, Inc. as the seller and Plaintiffs as the purchasers.

298. Upon information and belief based on investigation, the contracts for the purchase of VOIs (i.e. points) entered into by Plaintiffs and Class Members list Wyndham Vacation Resorts, Inc. as the seller.

299. At all relevant times, sales representatives were working as employees or agents of Wyndham Vacation Resorts, Inc., when they carried out Defendants' fraudulent "TAFT" scheme as alleged in this First Amended Complaint.

300. Prior to June 1, 2018, Wyndham Vacation Resorts, Inc. and Wyndham Vacation Ownership, Inc. were wholly-owned subsidiaries of Wyndham Worldwide Corporation. On and after June 1, 2018, Wyndham Vacation Resorts, Inc. and Wyndham Vacation Ownership, Inc. were wholly-owned subsidiaries of Wyndham Destinations, Inc.

301. Plaintiffs incorporate by reference the facts set forth in Paragraphs 22-27 of this First Amended Complaint, which show the relationships between the Defendants and why allegations are being made against all Defendants.

A. COUNTS ONE – COUNTS TWENTY-FIVE: VIOLATIONS OF STATE AND U.S. TERRITORY TIMESHARE LAWS

302. Defendants have marketed, advertised, and sold timeshare interests/vacation ownership interests in the states and U.S. territory listed below, thereby requiring Defendants to comply with the timeshare laws in the states and U.S. territory listed below.

303. Defendants have sales representatives in the states and U.S. territory listed below, thereby requiring Defendants to comply with the timeshare laws in the states and U.S. territory listed below.

304. Defendants' sales representatives in the states and U.S. territory listed below were and are employed by Defendants Wyndham Vacation Resorts, Inc. and/or Wyndham Vacation Ownership, Inc.

305. Class Members were subjected to Defendants' fraudulent sales scheme and purchased timeshare interests/vacation ownership interests from Defendants in the states and U.S. territory listed below during the recovery period alleged in Paragraph 277.

306. By engaging in their fraudulent sales scheme, Defendants have violated and continue to violate the timeshare laws of the states and U.S. territory listed below (Counts One – Counts Twenty-Five), by engaging in unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs, including, without limitation, the following actions or inactions listed in Paragraph 86(a)-(y).

307. As a result of Defendants' fraudulent scheme, Plaintiffs and Class Members purchased VOIs that they would not have otherwise purchased and have suffered harm, including the loss of millions of dollars.

1. COUNT ONE: VIOLATIONS OF ARIZONA TIMESHARE LAWS

308. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

309. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Arizona Timeshare statute, A.R.S. § 32-2201 *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

2. COUNT TWO: VIOLATIONS OF ARKANSAS TIMESHARE LAWS

310. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

311. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Arkansas Time Share Act, § 18-14-101 *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

3. COUNT THREE: VIOLATIONS OF CALIFORNIA TIMESHARE LAWS

312. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

313. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Class Members Alan and Jeanne Grant, under the California Vacation Ownership and Timeshare Act, Cal. Bus. & Prof. Code § 11210, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

4. COUNT FOUR: VIOLATIONS OF FLORIDA TIMESHARE LAWS

314. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 135-139; 141; 143-172; 225-241; 251-257; 275; 291-293; 295-301, and 302-307.

315. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of the Representative Plaintiffs Mauers, Newsomes and Van Ettens, under the Florida Vacation Plan and Timesharing Act, Fla. Stat. § 721.01 *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

5. COUNT FIVE: VIOLATIONS OF GEORGIA TIMESHARE LAWS

316. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

317. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Georgia Timeshare Act, O.C.G.A. § 44-3-160 *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

6. COUNT SIX: VIOLATIONS OF HAWAII TIMESHARE LAWS

318. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 125-129; 139; 141; 262-273; 275; 291-293; 295-301; and 302-307.

319. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Representative Plaintiffs Mauers and Van Ettens, under the Hawaii Timeshare Act, HRS § 514E-1, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

7. COUNT SEVEN: VIOLATIONS OF IDAHO TIMESHARE LAWS

320. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 125-129; 139; 141; 262-273; 275; 291-301, and 302-307.

321. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Idaho Subdivided Land Disposition Act, Idaho Code Ann. § 55-1801, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

8. COUNT EIGHT: VIOLATIONS OF LOUISIANA TIMESHARE LAWS

322. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

323. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Class Members John Birkinbine II and Ausencia E. Birkinbine, under the Louisiana Timeshare Act, LSA-R.S. § 9:1131.1, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

9. COUNT NINE: VIOLATIONS OF MARYLAND TIMESHARE LAWS

324. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

325. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Class Members Richard G. Brooks and Linda L. Brooks, under the Maryland Real Estate Time-Sharing Act, Md. Code Ann. Real Prop. § 11A-101, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

10. COUNT TEN: VIOLATIONS OF MASSACHUSETTS TIMESHARE LAWS

326. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

327. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Massachusetts Real Estate Time-Share Act, M.G.L.A. 183B § 1, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

11. COUNT ELEVEN: VIOLATIONS OF MONTANA TIMESHARE LAWS

328. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

329. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Montana Timeshare Act, § 37-53-101 *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

12. COUNT TWELVE: VIOLATIONS OF NEVADA TIMESHARE LAWS

330. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 130-134; 139; 141; 174-193; 202-208; 215-223; 291-293; 295-301; and 302-307.

331. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Representative Plaintiffs Mauers and Sherwoods, under the Nevada Timeshare Law, N. R. S. § 119A.010, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

13. COUNT THIRTEEN: VIOLATIONS OF NEW HAMPSHIRE TIMESHARE LAWS

332. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

333. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the New Hampshire Land Sales Full Disclosure Act, XXXI N.H. Rev. Stat. Ann. § 356-A:1, *et seq*., and the Condominium Act, XXXI N.H. Rev. Stat. Ann. § 356-B:1, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

14. COUNT FOURTEEN: VIOLATIONS OF NEW JERSEY TIMESHARE LAWS

334. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 258-261; 275; 291-293; 295-301; and 302-307.

335. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Representative Plaintiffs Van Ettens, under the New Jersey Real Estate and Timeshare Act, N.J.S.A. 45:15-16.50, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

15. COUNT FIFTEEN: VIOLATIONS OF NEW MEXICO TIMESHARE LAWS

336. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

337. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the New Mexico Time Share Act, § 47-11-1 *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

16. COUNT SIXTEEN: VIOLATIONS OF NEW YORK TIMESHARE LAWS

338. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

339. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the New York Timeshare Offering Plan Act, 13 CRR-NY 24.6, which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

17. COUNT SEVENTEEN: VIOLATIONS OF NORTH CAROLINA TIMESHARE LAWS

340. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

341. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Class Members Johnny George and Patsy George, under the North Carolina Time Share Act, N.C. Gen. Stat. Ann. § 93A-39, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

18. COUNT EIGHTEEN: VIOLATIONS OF OREGON TIMESHARE LAWS

342. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

343. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Oregon Time Share statute, ORS § 94.803, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

19. COUNT NINETEEN: VIOLATIONS OF PUERTO RICO TIMESHARE LAWS

344. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

345. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Puerto Rico Timeshare and Vacation Club Act, P.R. Laws Ann. Tit. 31 LPRA § 1251, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

20. COUNT TWENTY: VIOLATIONS OF RHODE ISLAND TIMESHARE LAWS

346. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

347. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Rhode Island Real Estate Timeshare Act, 34 R.I. Gen. Laws Ann. § 34-41-1.01, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

21. COUNT TWENTY-ONE: VIOLATIONS OF SOUTH CAROLINA TIMESHARE LAWS

348. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 194-201; 209-214; 221-223; 242-250; 291-293; 295-301; and 302-307.

349. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Representative Plaintiffs Van Ettens, under the South Carolina Vacation Time Sharing Plans Act, S.C. St. § 27-32-10, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

22. COUNT TWENTY-TWO: VIOLATIONS OF TEXAS TIMESHARE LAWS

350. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

351. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Class Members Lanie Black and Ann Black, under the Texas Timeshare Act, V.T.C.A., Property Code § 221.001, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

23. COUNT TWENTY-THREE: VIOLATIONS OF UTAH TIMESHARE LAWS

352. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

353. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Class Members Richard G. Brooks and Linda L. Brooks, under the Utah Timeshare and Camp Resort Act, U.C.A. 1953 § 57-19-1, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

24. COUNT TWENTY-FOUR: VIOLATIONS OF WASHINGTON TIMESHARE LAWS

354. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

355. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Washington Timeshare Act, RCW § 64.36, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

25. COUNT TWENTY-FIVE: VIOLATIONS OF WISCONSIN TIMESHARE LAWS

356. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301, and 302-307.

357. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Wisconsin Time-Share Ownership Act, WSA, 707.01, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

B. COUNTS TWENTY-SIX – FIFTY-TWO: VIOLATIONS OF STATE AND U.S. TERRITORY CONSUMER PROTECTION/UNFAIR AND DECEPTIVE TRADE PRACTICE LAWS ("CONSUMER LAWS")

358. Defendants have marketed, advertised, and sold timeshare interests/vacation ownership interests in the states and U.S. territory listed below, thereby requiring Defendants to comply with the consumer protection/unfair and deceptive practice laws in the states and U.S. territory listed below.

359. Defendants have sales representatives in the states and U.S. territory listed below, thereby requiring Defendants to comply with the consumer protection/unfair and deceptive practice laws in the states and U.S. territory listed below.

360. Defendants' sales representatives in the states and U.S. territory listed below were and are employed by Defendants Wyndham Vacation Resorts, Inc. and/or Wyndham Vacation Ownership, Inc., thereby requiring Defendants to comply with the consumer protection/unfair and deceptive practice laws in the states and U.S. territory listed below.

361. Plaintiffs and Class Members were subjected to Defendants' fraudulent sales scheme and purchased timeshare interests/vacation ownership interests from Defendants in the states and U.S. territory listed below during the recovery period alleged in Paragraph 277.

362. By engaging the their fraudulent sales scheme, Defendants have violated and continue to violate the consumer protection and unfair and deceptive trade practice laws of the states and U.S. territory listed below (Counts Twenty-Six – Counts Fifty-Two) through, by engaging in unfair and deceptive trade practices in the marketing and sale of VOIs, including, without limitation, the following actions or inactions listed in Paragraph 86(a)-(y).

363. As a result of Defendants' fraudulent scheme, Plaintiffs and Class Members purchased VOIs that they would not have otherwise purchased and have suffered harm, including the loss of millions of dollars.

1. COUNT TWENTY-SIX: VIOLATIONS OF ARIZONA CONSUMER LAWS

364. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

365. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Arizona Consumer Fraud Act, A.R.S. § 44–1521, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

2. COUNT TWENTY-SEVEN: VIOLATIONS OF CALIFORNIA CONSUMER LAWS

366. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-26; 30; 34-35; 41-86; 291-301; and 358-363.

367. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Class Members Alan and Jeanne Grant, under the

California Unfair Competition Act, Cal. Bus. & Prof. Code § 17200, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

3. COUNT TWENTY-EIGHT: VIOLATIONS OF COLORADO CONSUMER LAWS

368. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-26; 30; 34-35; 41-86; 291-301; and 358-363.

369. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Class Members Lauren Stewart and Gloria Stewart, under the Colorado Consumer Protection Act, C.R.S. § 6-1-101, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

4. COUNT TWENTY-NINE: VIOLATIONS OF FLORIDA CONSUMER LAWS

370. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 135-139; 141; 143-172; 225-241; 251-257; 275; 291-293; 295-301; and 358-363.

371. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Representative Plaintiffs Mauers, Newsomes and Van Ettens, under the Florida Deceptive and Unfair Trade Practices Act, Fla. Stats. § 501.201, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

5. COUNT THIRTY: VIOLATIONS OF HAWAII CONSUMER LAWS

372. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 125-129; 139; 141; 262-273; 275; 291-293; 295-301; and 358-363.

373. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Representative Plaintiffs Mauers and Van Ettens, under the Hawaii Revised Statute, HRS § 480-1, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

6. COUNT THIRTY-ONE: VIOLATIONS OF IDAHO CONSUMER LAWS

374. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

375. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Idaho Consumer Protection Act, I.C. § 48-601, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

7. COUNT THIRTY-TWO: VIOLATIONS OF ILLINOIS CONSUMER LAWS

376. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

377. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 I.L.C.S. § 505/1, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

8. COUNT THIRTY-THREE: VIOLATIONS OF MARYLAND CONSUMER LAWS

378. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

379. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Class Members Richard G. Brooks and Linda L. Brooks, under the Maryland Consumer Protection Act (MCPA), M.C.C.L. § 13–101, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

9. COUNT THIRTY-FOUR: VIOLATIONS OF MASSACHUSETTS CONSUMER LAWS

380. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

381. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Massachusetts Regulation of Businesses Practice and Consumer Protection Act, M.G.L. 93A § 1, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

10. COUNT THIRTY-FIVE: VIOLATIONS OF MISSOURI CONSUMER LAWS

382. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 102-113; 291-293; 295-301; and 358-363.

383. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Representative Plaintiffs Couches, under the Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010 *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

11. COUNT THIRTY-SIX: VIOLATIONS OF NEVADA CONSUMER LAWS

384. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 130-134; 139; 141; 174-193; 202-208; 215-223; 291-293; 295-301; and 358-363.

385. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Representative Plaintiffs Mauers and Sherwoods, under the Nevada Deceptive Trade Practices Act, Nev. Rev. Stat. § 598.0903, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

12. COUNT THIRTY-SEVEN: VIOLATIONS OF NEW HAMPSHIRE CONSUMER LAWS

386. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

387. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the New Hampshire Consumer Protection Act, N.H. Rev. Stat. Ann. § 358-A:2-101, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

13. COUNT THIRTY-EIGHT: VIOLATIONS OF NEW JERSEY CONSUMER LAWS

388. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 258-261; 275; 291-293; 295-301; and 358-363.

389. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Representative Plaintiffs Van Ettens, under the New Jersey Trade Names, Trade-Marks and Unfair Practices Act, N.J. Stat. Ann. 56:1-1, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

14. COUNT THIRTY-NINE: VIOLATIONS OF NEW MEXICO CONSUMER LAWS

390. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

391. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the New Mexico Unfair Practices Act, N.M. Stat. Ann. § 57-12-1, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

15. COUNT FORTY: VIOLATIONS OF NEW YORK CONSUMER LAWS

392. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

393. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the New York Gen. Bus. Law § 349, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

16. COUNT FORTY-ONE: VIOLATIONS OF NORTH CAROLINA CONSUMER LAWS

394. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

395. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Class Members Johnny George and Patsy George, under the North Carolina Gen. Stat. § 75-1, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

17. COUNT FORTY-TWO: VIOLATIONS OF OKLAHOMA CONSUMER LAWS

396. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

397. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Oklahoma Consumer Protection Act, 15 Okla. Stat. Ann. § 751, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

18. COUNT FORTY-THREE: VIOLATIONS OF OREGON CONSUMER LAWS

398. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

399. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Oregon Unlawful Trade Practices Act, Or. Rev. Stat. § 646.605, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

19. COUNT FORTY-FOUR: VIOLATIONS OF PENNSYLVANIA CONSUMER LAWS

400. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

401. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Pa. Stat. § 201-1, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

20. COUNT FORTY-FIVE: VIOLATIONS OF RHODE ISLAND CONSUMER LAWS

402. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

403. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Rhode Island Deceptive Trade Practices Act, R.I. Stat. § 6-13.1 *et seq*.,

which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

21. COUNT FORTY-SIX: VIOLATIONS OF TEXAS CONSUMER LAWS

404. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

405. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Class Members Lanie Black and Ann Black, under the Texas Deceptive Trade Practices and Consumer Protection Act, § 17.44, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

22. COUNT FORTY-SEVEN: VIOLATIONS OF UTAH CONSUMER LAWS

406. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

407. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Class Members Richard G. Brooks and Linda L. Brooks, under the Utah Consumer Practices Act, U.C.A. 1953 § 13–11–1, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

23. COUNT FORTY-EIGHT: VIOLATIONS OF VERMONT CONSUMER LAWS

408. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

409. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Vermont Consumer Fraud Act, V.S.A. 9 § 2451, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

24. COUNT FORTY-NINE: VIOLATIONS OF U.S. VIRGIN ISLANDS CONSUMER LAWS

410. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

411. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Class Members Holger B. Hansen and Nadara D. Hansen, under the U.S. Virgin Islands Deceptive Trade Practices Act, 12A V.I.C. § 301, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

25. COUNT FIFTY: VIOLATIONS OF VIRGINIA CONSUMER LAWS

412. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

413. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights, including the rights of Class Members Sarah de Mets and Lee de Mets, under the Virginia Consumer Protection Act of 1977, Title 59.1-196, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

26. COUNT FIFTY-ONE: VIOLATIONS OF WASHINGTON CONSUMER LAWS

414. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

415. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Washington Consumer Protection Act, RCW § 19.86.010, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

27. COUNT FIFTY-TWO: VIOLATIONS OF WISCONSIN CONSUMER LAWS

416. Plaintiffs repeat and incorporate by reference the facts contained in each of the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 291-301; and 358-363.

417. Defendants' conduct violated Class Members' rights and continues to violate Class Members' rights under the Wisconsin Deceptive Trade Practices Act, Wis. Stat. § 100.18, *et seq*., which prohibits the use of unfair and deceptive acts, omissions and/or practices in the marketing and sale of VOIs.

C. COUNT FIFTY-THREE: UNJUST ENRICHMENT AS TO 31 STATES AND 2 U.S. TERRITORIES

418. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 102-275; and 294-301.

419. Defendants have marketed, advertised, and sold timeshare interests/vacation ownership interests in the states and U.S. territories listed in Paragraph 2.

420. Defendants have sales representatives in the states and U.S. territories listed in Paragraph 2.

421. Defendants' sales representatives in the states and U.S. territories listed in Paragraph 2 were and are employed by Defendants Wyndham Vacation Resorts, Inc. and/or Wyndham Vacation Ownership, Inc.

422. Plaintiffs and Class Members conferred benefits upon Defendants by purchasing VOIs in the states and U.S. territories listed in Paragraph 2 in the form of down payments, monthly mortgage payments, financing charges, financing interest, recurring maintenance fee payments, and additional fee and membership payments in connection with their purchase of VOIs.

423. Those payments were made with the reasonable expectation that Defendants were selling VOIs that could be used by Plaintiffs and Class Members as represented by Defendants.

424. It would be unjust to permit Defendants to keep the payments made by Plaintiffs and Class Members because Defendants induced Plaintiffs and Class Members to make those payments by making misrepresentations and failing to disclose the facts material to the transactions.

425. Plaintiffs and Class Members seek restitution.

D. COUNT FIFTY-FOUR: FRAUD IN THE INDUCEMENT AS TO 31 STATES AND 2 U.S. TERRITORIES

426. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 102-275; and 294-301.

427. Defendants have marketed, advertised, and sold timeshare interests/vacation ownership interests in the states and U.S. territories listed in Paragraph 2.

428. Defendants have sales representatives in the states and U.S. territories listed in Paragraph 2.

429. Defendants' sales representatives in the states and U.S. territories listed in Paragraph 2 were and are employed by Defendants Wyndham Vacation Resorts, Inc. and/or Wyndham Vacation Ownership, Inc.

430. Defendants have engaged and engage in high-pressure sales tactics in the states and U.S. territories listed in Paragraph 2 based on fraud and deception with material omissions, misrepresentations, and concealment designed to induce Plaintiffs and Class Members to enter contracts with inaccurate and incomplete information.

431. In the states and U.S. territories listed in Paragraph 2, Defendants have engaged and engage in the following actions or inactions listed in Paragraph 86(a)-(y), without limitation, as part of their fraudulent scheme to induce Plaintiffs and Class Members to enter contracts based on inaccurate and incomplete information.

432. Defendants had and have an affirmative duty to comply with timeshare laws and consumer laws, as described in Counts One – County Fifty-Two.

433. As timeshare licensees, Defendants' agents were and are required to disclose to each party to the transaction any adverse facts of which they had actual notice or knowledge, and provide timely and accurate information regarding market conditions that might affect the transaction; and they were required to provide services to each party to the transaction with honesty and good faith.

434. By utilizing an unlawful fraudulent scheme and/or misrepresenting, omitting, or concealing materials facts, Defendants misrepresented, fraudulently omitted and concealed material information (and continue to do so) in violation of applicable common law and statutory law of the states and U.S. territories listed in Paragraph 2.

435. Defendants knew, or should have known, that they were and are misrepresenting, omitting, and concealing material facts. The misrepresentations, omissions, and concealment described herein were material in nature, and were made to induce Plaintiffs and Class Members to enter contracts.

436. Plaintiffs and Class Members reasonably and justifiably relied upon Defendants' misrepresentations, omissions, and concealment of material facts in deciding to purchase the timeshare interests. Defendants knew of the falsity of the misrepresentations, omissions, and concealment of material fact, or had utter disregard for their truth. Defendants intended to induce reliance upon the misrepresentations, omissions, and concealment of material fact. Plaintiffs and Class Members were entitled to rely upon the facts as represented.

437. Plaintiffs' reliance and Class Members' reliance was reasonable under the circumstances.

438. Plaintiffs and Class Members were injured and damaged by virtue of their reliance on the facts as represented by Defendants. Had Plaintiffs and Class Members known the truth, they would not have entered into contracts with Defendants.

439. Defendants' misrepresentations, omissions, and concealment were intentionally made for the purpose of inducing Plaintiffs and Class Members to enter contracts with Defendants. Defendants' sales agents work on commission, and received commissions from the sale to Plaintiffs and Class Members.

440. If Defendants' misrepresentations, omissions, and concealment were not intentional, they were negligent, as Defendants knew or should have known the truth regarding Defendants' policies and procedures.

441. At all times relevant, the sales agents and other individuals described herein were acting as agents of Defendants, and their actions, which were performed in the scope of their employment with Defendants, are attributable to Defendants pursuant to the doctrine of respondeat superior.

442. For all of the reasons set forth herein, Plaintiffs and Class Members were induced to enter into contracts with Defendants by fraud. The misrepresentations, omissions, and concealment of material fact, combined with the high-pressure sales tactics based on fraud and deception, and the nature of the written documents between the parties were all part of a fraudulent scheme devised to induce Plaintiffs and Class Members to buy timeshare interests from Defendants at substantial cost to Plaintiffs and Class Members.

443. The sales, and any contracts between the parties, should be rescinded, with all sums paid returned to Plaintiffs and Class Members and with the timeshare interests returned to Defendants. In addition, Plaintiffs and Class Members should recover all damages and other relief to which they are entitled, including punitive damages, which are warranted for the intentional deceptive, unfair, and fraudulent scheme of Defendants.

E. COUNT FIFTY-FIVE: FRAUD AS TO 31 STATES AND 2 U.S. TERRITORIES

444. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 102-275; 294-301.

445. Defendants have marketed, advertised, and sold timeshare interests/vacation ownership interests in the states and U.S. territories listed in Paragraph 2.

446. Defendants have sales representatives in the states and U.S. territories listed in Paragraph 2.

447. Defendants' sales representatives in the states and U.S. territories listed in Paragraph 2 were and are employed by Defendants Wyndham Vacation Resorts, Inc. and/or Wyndham Vacation Ownership, Inc.

448. Defendants' fraudulent scheme includes material omissions, misrepresentations, and concealment designed to induce Plaintiffs and Class Members to remain in contracts (including through the rescission period) and to purchase additional timeshare interests occurred in the states and U.S. territories listed in Paragraph 2.

449. In the states and U.S. territories listed in Paragraph 2, Defendants have engaged and engage in the following actions or inactions listed in Paragraph 86.a)-y), without limitation, to induce Plaintiffs and Class Members to remain in contracts (including through the rescission period) and to purchase additional timeshare interests.

450. Defendants had and have an affirmative duty under the timeshare laws, and consumer laws, as described in Counts One – Counts Fifty-Two.

451. By utilizing an unlawful fraudulent scheme and/or misrepresenting, omitting, or concealing materials facts, Defendants misrepresented, fraudulently omitted and concealed material information (and continue to do so) in violation of applicable common law and statutory law.

452. Defendants knew, or should have known, that they were and are misrepresenting, omitting, and concealing material facts. The misrepresentations, omissions, and concealment described herein were material in nature, and were made to induce Plaintiffs and Class Members to remain in contracts (including through the rescission period) and to purchase additional timeshare interests.

453. Plaintiffs and Class Members reasonably and justifiably relied upon Defendants' misrepresentations, omissions, and concealment of material facts to remain in contracts (including through the rescission period) and to purchase additional timeshare interests. Defendants knew of the falsity of the misrepresentations, omissions, and concealment of material fact, or had utter disregard for their truth. Defendants intended to induce reliance upon the misrepresentations, omissions, and concealment of material fact. Plaintiffs and Class Members were entitled to rely upon the facts as represented.

454. Plaintiffs' reliance and Class Members' reliance was reasonable under the circumstances.

455. Plaintiffs and Class Members were injured and damaged by virtue of their reliance on the facts as represented by Defendants. Had Plaintiffs and Class Members known the truth, they would not have remained in the contracts (including through the rescission period) or purchased additional timeshare interests.

456. Defendants' misrepresentations, omissions, and concealment were intentionally made for the purpose of inducing Plaintiffs and Class Members to remain in the contracts (including through the rescission period) or purchase additional timeshare interests with Defendants. Under both scenarios, Defendants' sales agents, who work on commission, receive commissions from the sale to Plaintiffs and Class Members. In the alternative, if Defendants' misrepresentations, omissions, and concealment were not intentional, they were negligent, as Defendants knew or should have known the truth regarding Defendants' policies and procedures.

457. At all times relevant, the sales agents and other individuals described herein were acting as agents of Defendants, and their actions, which were performed in the scope of their

employment with Defendants, are attributable to Defendants pursuant to the doctrine of respondeat superior.

458. For all of the reasons set forth herein, Plaintiffs and Class Members were induced to remain in the contracts (including through the rescission period) or purchase additional timeshare interests with Defendants by fraud. The misrepresentations, omissions, and concealment of material fact, combined with the high-pressure fraudulent sales tactics based on fraud and deception to purchase additional timeshare interests, and the nature of the written documents between the parties were and are all part of a fraudulent scheme devised to induce Plaintiffs and Class Members to remain in the contracts (including through the rescission period) or purchase additional timeshare interests from Defendants at substantial cost to Plaintiffs and Class Members while Defendants continue to unlawfully and wrongfully profit.

459. The sales, and any contracts between the parties, should be rescinded, with all sums paid returned to Plaintiffs and Class Members and with the timeshare interests returned to Defendants. In addition, Plaintiffs and Class Members should recover all damages and other relief to which they are entitled, including punitive damages, which are warranted for the intentional deceptive, unfair, and fraudulent scheme of Defendants.

F. COUNT FIFTY-SIX: BREACH OF CONTRACT (COVENANT OF GOOD FAITH AND FAIR DEALING) AS TO 31 STATES AND 2 U.S. TERRITORIES

460. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 102-275; and 294-301.

461. Defendants have marketed, advertised, and sold timeshare interests/vacation ownership interests in the states and U.S. territories listed in Paragraph 2.

462. Defendants have sales representatives in the states and U.S. territories listed in Paragraph 2.

463. Defendants' sales representatives in the states and U.S. territories listed in Paragraph 2 were and are employed by Defendants Wyndham Vacation Resorts, Inc. and/or Wyndham Vacation Ownership, Inc.

464. Plaintiffs and Class Members contracted with Defendants to purchase vacation ownership interests in the form of points for use at resorts owned or operated by Defendants, or Defendants' affiliated or associated resorts, in the states and U.S. territories listed in Paragraph 2.

465. Good faith is an element of every contract pertaining to the purchase of VOIs. Whether by common law or statute, all such contracts impose upon each party a duty of good faith and fair dealing. Good faith and fair dealing, in connection with executing contracts and discharging performance and other duties according to their terms, means preserving the spirit—not merely the letter—of the bargain. Put differently, the parties to a contract are mutually obligated to comply with the substance of their contract in addition to its form. Evading the spirit of the bargain and abusing the power to specify terms constitute examples of bad faith in the performance of contracts.

466. Bad faith may be overt or may consist of inaction, and fair dealing may require more than honesty. Examples of bad faith are evasion of the spirit of the bargain, willful rendering of imperfect performance, abuse of a power to specify terms, and interference with or failure to cooperate in the other party's performance.

467. Defendants breached their contracts with Plaintiffs and Class Members, including the covenant of good faith and fair dealing, through Defendants' misrepresentations, material omissions and practices as alleged herein.

468. Plaintiffs and Class Members have performed all, or substantially all, of the obligations imposed on them under the subject contracts.

469. Plaintiffs and Class Members have sustained damages as a result of Defendants' conduct.

470. As a result of these breaches, the contracts should be rescinded, and Defendants should be liable for the damages they have caused Plaintiffs and Class Members.

G. COUNT FIFTY-SEVEN: BREACH OF CONTRACT AS TO 31 STATES AND 2 U.S. TERRITORIES

471. Plaintiffs repeat and incorporate by reference the facts contained in the following Paragraphs of this First Amended Complaint: 16-27; 30; 34-35; 41-86; 102-275; 294-301.

472. Defendants have marketed, advertised, and sold timeshare interests/vacation ownership interests in the states and U.S. territories listed in Paragraph 2.

473. Defendants have sales representatives in the states and U.S. territories listed in Paragraph 2.

474. Defendants' sales representatives in the states and U.S. territories listed in Paragraph 2 were and are employed by Defendants Wyndham Vacation Resorts, Inc. and/or Wyndham Vacation Ownership, Inc.

475. Plaintiffs and Class Members contracted with Defendants to purchase vacation ownership interests in the form of points for use at resorts owned or operated by Defendants, or Defendants' affiliated or associated resorts, in the states and U.S. territories listed in Paragraph 2.

476. The contracts referenced above are in Defendants' possession.

477. Defendants breached their contracts with Plaintiffs and Class Members through Defendants' misrepresentations, material omissions and practices as alleged herein, specifically including (but not limited to) Defendants' failure to adequately disclose to Plaintiffs and Class Members that Defendants artificially restricted the availability of timeshare units, Defendants'

scheme to avoid providing required disclosures, and Defendants' failure to provide the Plaintiffs and Class Members the opportunity to use and enjoy their purchases.

478. Plaintiffs and Class Members have performed all, or substantially all, of the obligations imposed on them under the subject contracts.

479. Plaintiffs and Class Members have sustained damages as a result of Defendants' breach of the contract, including but not limited to the funds lost as described herein, and the lack of use and enjoyment of the resorts owned and operated by Defendants, or Defendants' associates or affiliates.

480. As a result of these breaches, the contracts should be rescinded, and Defendants should be liable for the damages they have caused Plaintiffs and Class Members.

XI. PRAYER FOR RELIEF

In light of the foregoing, Plaintiffs respectfully request:

481. This action to be certified pursuant to FED. R. CIV. P. 23(a), (b)(2), (b)(3), and (c)(4) as a class action on behalf of the proposed Class and subclasses, as warranted; that the named Plaintiffs be appointed as Class Representatives; and that counsel below be designated Class Counsel;

482. That an injunction be issued enjoining Defendants from the continuation of their "TAFT" scheme, and further, enjoining Defendants from continuing to violate the laws of the states and U.S. territories described herein.

483. That an injunction be issued declaring that Plaintiffs' and Class Members have a right to rescind their contracts and that Defendants must disgorge profits received from Plaintiffs and Class Members.

484. Judgment to be entered in favor of Plaintiffs and Class Members against all Defendants on all causes of action and damages suffered;

485. Plaintiffs and Class Members be awarded the full, fair, and complete recovery for all causes of action and damages suffered;

486. Plaintiffs and Class Members be awarded rescission, damages, punitive damages, restitution, attorney's fees, and costs.

487. Plaintiffs and Class Members be awarded all appropriate costs, fees, expenses, and prejudgment and post-judgment interest, as authorized by law; and

488. Such other relief that the Court deems just and proper.

JURY TRIAL DEMAND

Plaintiffs request a jury trial on all questions of fact raised by this First Amended Complaint.

Dated: January 16, 2019

Respectfully submitted,

DICKINSON WRIGHT PLLC

By: /s/ Vijay G. Brijbasi

Vijay G. Brijbasi, Florida Bar #15037
350 East Las Olas Boulevard
Suite 1750
Ft. Lauderdale, FL 33301
Phone: 954-991-5420
Fax: 844-670-6009
VBrijbasi@dickinson-wright.com

Attorneys for Plaintiffs and Putative Class