

EXHIBIT D

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

PATRICIA WILLIAMS and STEVE
OUTFELD,

Plaintiffs,

vs.

WYNDHAM VACATION OWNERSHIP,
WYNDHAM WORLDWIDE
CORPORATION, ANITA HOWELL, LINDA
TANNER, and DOES 1 through 100,
inclusive,

Defendants.

CASE NO: CGC 12-526187

FIRST AMENDED COMPLAINT FOR
DAMAGES

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

DEMAND FOR JURY TRIAL

FIRST AMENDED COMPLAINT FOR DAMAGES

FILED
SUPERIOR COURT
COUNTY OF SAN FRANCISCO

2013 JAN 25 AM 8:24

CLERK OF THE COURT

BY: 
DEPUTY CLERK

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

5 **PARTIES AND JURISDICTION**

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

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

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

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

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

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

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

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

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

ADMINISTRATIVE REMEDIES

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

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

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

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

FACTS COMMON TO MORE THAN ONE CAUSE OF ACTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 **Against All Corporate Defendants**

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

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

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

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

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

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

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

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

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

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

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

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

14 **Against All Corporate Defendants**

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

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

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

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

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

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

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

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

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

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

28

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

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

8 **Against All Defendants**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17
18 **SIXTH CAUSE OF ACTION**
19 **NEGLIGENT HIRING, RETENTION AND/OR SUPERVISION OF**
20 **UNIT EMPLOYEES**
21 **Against All Corporate Defendants**

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

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

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

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

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

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

20
21 **PRAYER**

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

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

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

Respectfully submitted,

DATED: January 24, 2013

LAW OFFICES OF LAWRENCE A. ORGAN
THE FIGARI LAW FIRM



LAWRENCE A. ORGAN
BARBARA E. FIGARI

Attorneys for Plaintiffs
PATRICIA WILLIAMS AND STEVE GUTFELD

JURY TRIAL DEMANDED

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

Respectfully submitted,

DATED: January 24, 2013

LAW OFFICES OF LAWRENCE A. ORGAN
THE FIGARI LAW FIRM



LAWRENCE A. ORGAN
BARBARA E. FIGARI

Attorneys for Plaintiffs
PATRICIA WILLIAMS AND STEVE GUTFELD

EXHIBIT E

BIENNIAL

PURCHASE AND SALE AGREEMENT

00064-1300298
CONTRACT NUMBER

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is executed this 2ND day of JANUARY, 2013, between WYNNDHAM VACATION RESORTS, INC., a Delaware corporation, whose address is 8427 SOUTHPARK CIRCLE, ORLANDO, FL 32819 ("We" or "Us", with the possessive "Our"), and PAUL J MUNOZ AND ERIN K MUNOZ Member Number: 0020282676 Telephone Number: (773) 582-6607 / (312) 345-2317 of 5752 S MCVICKER ST, CHICAGO, IL 60638, ("You" or "Yours").

1. AGREEMENT TO BUY AND SELL

We agree to sell and you agree to buy for the price of \$14,600.00, together with interest and closing costs as provided in this Agreement, a 84,000/804,860,000 undivided tenant-in-common interest in Units 679-686, 688, 690-698, 779-786, 788, 790-798, 879-886, ~~888, 890-898, 979-986, 988, 990-998, 1079-1086, 1088, 1090-1098~~ in Building 5, Phase V having a Floating Use Right ("Property") of FAIRFIELD ORLANDO AT BONNET CREEK RESORT, A CONDOMINIUM ("Condominium") together with all appurtenances thereto, located at 9560 Via Encinas, Lake Buena Vista, Florida 32830. The Property and Condominium are both subject to the Declaration of Condominium for Fairfield Orlando at Bonnet Creek Resort, A Condominium ("Declaration"), which has been recorded in Official Records Book 7475, Page 881 in the Public Records of Orange County, Florida, including all amendments and supplements, if any.

You have delivered to Us this date the sum of \$4,484.70, which includes \$104.70 of a processing fee of \$349.00, as a good faith deposit (the "Deposit") toward the purchase price of the Property. You agree to pay the remaining balance of the purchase price either by payment in full of the remaining balance of the purchase price in cash or by certified check or by executing a promissory note (the "Note") on a form supplied by Us and on terms as described in the certain Truth-in-Lending Disclosure Statement (the "Disclosure Statement") delivered to You with this Agreement. The Note shall be secured by a mortgage entitled Mortgage Deed (the "Mortgage") encumbering the Property on a form supplied by Us and according to the terms described in the Disclosure Statement.

You acknowledge and agree to pay Us a processing fee of \$349.00, which is charged to all buyers, whether paying in cash or buying on credit. You pay this fee to Us, who as processor, performs various processing services related to the sale, including administration and preparation of various documents related to the sale. These services are separate and distinct from the services that We perform as settlement agent. See Your Disclosure Statement.

2. CONVEYANCE OF TITLE

We will give You, within 180 days after closing, a Special Warranty Deed ("Deed") conveying title free and clear of all encumbrances, subject to mineral reservations, covenants, restrictions, easements and other matters of record at the time of closing (including the matters as set forth in the condominium drawings ("Condominium Drawings") and the Declaration). At closing, We will convey title to an ownership interest in the Property with occupancy rights in every other resort year ("VOI").

TITLE TO BE TAKEN: HUSBAND AND WIFE
WE ACKNOWLEDGE RECEIPT OF YOUR DEPOSIT IN THE AMOUNT OF \$4,484.70 (WHICH INCLUDES \$104.70 OF THE PROCESSING FEE) AND ALSO FILING FEES TO BE PAID BY YOU IN THE AMOUNT OF \$206.95. You may obtain title insurance coverage on your VOI, but you are not obligated to do so.

You hereby X elect do not elect to purchase title insurance coverage. If You want title insurance, THE AMOUNT OF \$115.00 MUST BE PAID BY YOU FOR THE TITLE INSURANCE PREMIUM AND ASSOCIATED COSTS EITHER UPON THE SIGNING OF THIS AGREEMENT OR PRIOR TO DELIVERY OF THE TITLE POLICY. No title insurance commitment will be issued. Title insurance coverage will be underwritten by a title insurance company through which We have negotiated a competitive rate. If You paid for title insurance, We will send you the policy within 180 days following recordation of the Deed. The Deed will not be held in escrow prior to issuance of the title policy. You can obtain a title insurance policy from any other title insurance provider You choose; however, You will have to arrange for it and pay its costs.

The estimated date of closing is six months after the date of this contract.

3. VACATION OWNERSHIP INTERESTS

The VOI is a fee simple real property undivided interest as a tenant-in-common with other Owners in the Property. The VOI is expressed as a fraction in which the numerator relates to the number of Points allocated to You pursuant to the provisions of the Declaration creating the Vacation Ownership Plan. The Vacation Ownership Plan is perpetual unless terminated as provided in the Declaration.

4. USE AND OCCUPANCY

The use, occupancy and possessory rights of your VOI are subject to and are governed by the Declaration. You are assigned 168,000 Points. Points are symbolic and are to be used by You in reserving occupancy in your Floating Use Right as designated in the Declaration. A reservation for occupancy of a timeshare Unit shall be confirmed by following the Reservation System Rules and Regulations for the Plan of Bonnet Creek Resort Vacation Condominium Association, Inc. ("Association").

Your Deed shall indicate by the use of the word "EVEN" or the word "ODD" the VOI being conveyed. The word "EVEN" means You can use your Points to reserve use of the VOI only during calendar years ending in an even digit and the word "ODD" means You can reserve use of the VOI only during calendar years ending in an uneven digit. You acknowledge and agree that the Points allocated to your VOI shall be renewed only in every EVEN year and that You shall be entitled to use said Points in reserving use of the VOI only in such years.

5. FEES

You understand and agree that from and after closing You will be a member of the Association and therefore shall be responsible for your share of Condominium Fees, Vacation Fees, annual recurring use charges and any and all other expenses incurred in the operation of the Condominium under the terms of the Declaration. All amounts payable by You to the Association shall be paid by You in one annual POA Fee (defined in the Declaration). The current POA Fee is \$336.84. You also have to pay real property taxes on your VOI each year, which will be billed separately by the managing entity to You. The annual ad valorem taxes for the current year are estimated at \$47.88.

For the purpose of ad valorem assessment, taxation and special assessments, the managing entity will be considered the taxpayer as your agent pursuant to Section 192.037, Florida Statutes.

The POA Fees, the amount, manner of payment, and the payment due date(s) are subject to change and will be determined annually by the Association's board of directors.

6. DEPOSITS

Pursuant to the Escrow Agreement ("Escrow Agreement"), the designated escrow agent is First Title of VA., Inc., 924 W Colonial Drive, Orlando, Florida 32804 ("Escrow Agent"). All Deposits made hereunder (i) shall be paid to Us and secured by a surety bond held by Escrow Agent in accordance with the Escrow Agreement and Section 721.08(5), Florida Statutes, or if the aggregate of the Deposits so secured exceeds the amount of the surety bond, then such deposits (ii) shall be held by Escrow Agent until the expiration of the cancellation period as provided above and provided You have not elected to exercise his/her cancellation rights thereunder. The Deposit shall consist of 100% of all funds or other property received from or on behalf of You and shall be secured by the surety bond or held by Escrow Agent in accordance with the preceding sentence until presentation of an affidavit by Us to Escrow Agent stating that the cancellation period has expired, construction is completed, and closing has occurred, at which time either (i) the surety bond shall cease to secure the deposit, or (ii) the Escrow Agent shall transfer the deposit to Us. Interest earned on the Deposits shall be paid to Us. All notices and claims of Yours with respect to this paragraph shall be sent to Escrow Agent at the address set forth above.

7. BUYER'S REPRESENTATIONS

You represent that You are of legal age, that You have received a copy of this Agreement, and that You understand the conditions of this Agreement. YOU FURTHER AGREE THAT THE PROPERTY WILL NOT BE USED AS YOUR PRINCIPAL RESIDENCE. You acknowledge, warrant and represent to Us that (a) the purchase of the VOI is based upon its value as a vacation experience or for spending leisure time, and not for investment purposes or with an expectation that the VOI may be resold, (b) the purchase of this VOI is made for your personal use and that there have been no representations concerning rentals, rent potential or profit, tax advantages, depreciation or investment potential or other monetary or financial advantages, and (c) We have not represented any of such things to You, and neither have our agents, employees or associates. You acknowledge that the Points assigned to your VOI are symbolic of the VOI and the Points have no intrinsic value.

Contract No. 00064-1300298

We have submitted or will submit the Property to condominium ownership under the terms of the Declaration. The Declaration and its exhibits describe the unit(s) of the Condominium and your VOI and specifies your voting rights, obligations to pay POA Fees and taxes, and other obligations as an owner of an interest in the Condominium. You understand and agree that You will be a member of the Association and You agree to be bound by the rules and provisions of the Governing Documents (as defined in the Declaration).

You understand that your VOI will be determined for all purposes by referring to the Condominium Drawings and the Declaration. You understand and agree that the Declaration grants to the Association's board of directors the right to place liens upon your VOI if You are in default or fail to pay POA Fees when due. You further acknowledge that your use of the units of the Condominium and your VOI is subject to the terms and conditions of the Declaration.

8. DEFAULT

Time is of the essence except where otherwise provided in this Agreement. If You breach any term or condition of this Agreement, You expressly waive notice of default or breach of any term of this Agreement. Upon your default, or breach for a term of thirty (30) days of any term or condition of this Agreement, all sums paid hereunder by You may be retained by Us as liquidated and agreed damages for breach of this Agreement or We may at our option declare the entire remaining unpaid balance of purchase price plus accrued interest thereon due and payable, and We shall be entitled to reasonable attorney's fees and all costs of collection, including court costs incurred in connection with your default to the extent allowable by law. You will defend and indemnify Us against all claims of real estate brokers and salesmen (other than brokers or salesmen We employ) due to acts of You or your representatives.

Upon Our breach of any term or condition of this Agreement, You may seek specific performance or elect to receive the return of your Deposit(s) without thereby waiving any action for damages resulting from Our breach; provided, however that You shall not be entitled to an award of consequential or special damages resulting from any such breach.

9. NO WARRANTIES

We make no warranties, express or implied, concerning the Property, the units of the Condominium, personal property, common elements or the limited common elements, except as provided by Chapter 718, Florida Statutes.

10. RADON GAS

Pursuant to Section 404.056(5), Florida Statutes, all sellers of buildings in Florida are required to give the following notice: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

11. INSULATION DISCLOSURE

Pursuant to 16 CFR 460.16, promulgated by the Federal Trade Commission, the Developer hereby discloses the following information concerning the insulation installed in the Property:

1. Type of insulation: Roof - Rigid insulation on 8" concrete slab. Exterior Walls - Batt/Blanket Thermal Insulation.
2. Thickness: Roof - 3.5" minimum average thickness. Exterior Walls - 6" batt/blanket.
3. R-Value: Roof - R-19 average value. Exterior Walls - R-19.

12. COMPLETION OF CONSTRUCTION

Construction is complete.

13. MODIFICATIONS AND CHANGES

Notwithstanding paragraph 18, We reserve the right to make changes in the Declaration for the purpose of correcting errors in the preparation and filing of all documents relating to the Condominium where necessary to establish the validity and enforceability of the Declaration. We reserve the right to add additional phases to the Condominium as provided therein. Notwithstanding paragraph 18 of this Agreement, We further reserve the right to make clerical or typographical corrections in any documents related to this Agreement.

14. FURNISHINGS

The timeshare Units will have furniture, appliances, equipment and accent furnishing substantially similar to, or of equal quality to, those shown or used in the models. Furnishings are common elements of the Condominium. Each owner is responsible for maintaining and replacing such furnishings as part of the POA Fees.

15. REFUND

In the event of cancellation during the ten (10) day cancellation period, We will refund to You all payments made under this Agreement, reduced by the proportion of any contract benefits You have actually received under this Agreement prior to the effective date of the cancellation, within twenty (20) days after receipt of notice of cancellation, or within five (5) days after receipt of funds from your cleared check, whichever is later.

16. RESALE DISCLOSURE

Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with Section 721.065, Florida Statutes.

17. TERMINATION OF AGREEMENT WITH BLOCKED PERSONS

Under United States Presidential Executive Order 13224 (the "Executive Order"), We are required to ensure that We do not transact business with persons or entities determined to have committed, or pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons (the "List"), generated by the Office of Foreign Assets Control of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("Blocked Persons") are updated from time to time. In the event We learn that Your name appears on the List, We reserve the right to delay the closing pending Our investigation into the matter. If We are advised and/or determine that You are a Blocked Person, We reserve the right to terminate this Agreement and/or to take all other actions necessary to comply with the requirements of the Executive Order. The provisions of this paragraph will survive closing and/or termination of this Agreement.

18. BINDING EFFECT

This Agreement is binding upon the parties hereto and their heirs, legal representatives, successors and assigns. This Agreement supersedes any and all understandings and agreements between You and Us, and You and We mutually agree that this Agreement represents the entire Agreement between You and Us, and any representation or inducement which is not set forth in this Agreement shall be of no force and/or effect. This Agreement may only be amended or modified by an instrument in writing between the parties.

19. SEVERABILITY

If any clause or provision of this Agreement shall be held invalid by court order or otherwise, the invalidity of such clause or provision shall not affect the validity of the remainder of this Agreement. The remaining provisions of this Agreement will continue to be fully enforceable in accordance with the terms hereof.

20. ADDITIONAL DOCUMENTS

You and We agree to execute any additional documents which may be needed to carry out the intent and purposes of the parties to this Agreement.

21. GENDER AND TENSE

In this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of masculine, feminine and neuter gender shall be deemed to include either, both or all of the other genders.

22. CHOICE OF LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

23. ASSIGNMENT

You may not assign this Agreement; however, We may assign this Agreement.

Contract No. 00064-1300298

Receipt of a completed copy of this Agreement is hereby acknowledged by You.

IN WITNESS WHEREOF, the parties have hereto set their respective hands and seals on the day and year first above written.

The Bonnet Creek Community Development District may impose and levy taxes or assessments, or both taxes and assessments, on this Property. These taxes and assessments pay the construction, operation, and maintenance costs of certain public facilities and services of the District and are set annually by the governing board of the District. These taxes and assessments are in addition to county and other local governmental taxes and assessments and all other taxes and assessments provided for by law.

You may cancel this Agreement without any penalty or obligation within 10 calendar days after the date you sign this Agreement or the date on which you receive the last of all documents required to be given to you pursuant to Section 721.07(6), Florida Statutes, whichever is later.

If you decide to cancel this Agreement, You must notify Us in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Wyndham Vacation Resorts, Inc., Attention: Account Controls and Administration at P.O. Box 94443, Las Vegas, Nevada 89193 or 10750 West Charleston Blvd., Suite 130, Las Vegas, Nevada 89135.

Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, before expiration of your 10-day cancellation period, is prohibited.*

BUYER:

PAUL J MUNOZ

SELLER: WYNDHAM VACATION RESORTS, INC.

DATE:

JAN 02 2013

BY:

AUTHORIZED REPRESENTATIVE OF SELLER

Marycielo Derieux-Lopez

BUYER:

ERIN K MUNOZ

DATE:

JAN 02 2013

*"Notify" shall mean that a written notice of cancellation is delivered, by any means which may include certified mail return receipt requested, to WYNDHAM VACATION RESORTS, INC. Any notice of cancellation shall be considered given on the date postmarked if mailed, or when transmitted from the place of origin if telegraphed. If given by means of a writing transmitted other than by mail or telegraph, the notice of cancellation shall be considered given at the time of delivery at the place of business of the developer.