

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

THOMAS LUCA, JR., individually and on)
behalf of all others similarly situated,)

Plaintiff,)

v.)

WYNDHAM HOTEL GROUP, LLC and)
WYNDHAM HOTELS & RESORTS, LLC,)

Defendants.)

Case No. 16-cv-746-MRH

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement is entered into by, between, and among, Wyndham Hotel Group, LLC and Wyndham Hotels and Resorts, LLC, and Thomas Luca, Jr., the named plaintiff in *Luca v. Wyndham Hotel Group, LLC*, No. 16-cv-746-MRH, on behalf of himself and as the putative class representative for the Settlement Class defined below.

This Settlement Agreement is entered into to effect a full and final settlement and dismissal with prejudice of all Settled Claims on the terms set forth below, subject to approval of the Court.

RECITALS

1. On or about May 23, 2016, Plaintiff reserved a two-night stay at the Wyndham Grand Shelborne South Beach in Miami Beach, Florida using the Wyndham Hotel Websites. Plaintiff stayed at the Shelborne from May 27, 2016 to May 29, 2016, and was charged two \$25 nightly Resort Fees upon check-out.

2. On June 6, 2016, Plaintiff filed this lawsuit, the *Luca* Action, asserting claims under the New Jersey Consumer Fraud Act and the New Jersey Truth-in-Consumer Contract, Warranty, and Notice Act against Wyndham Hotels.

3. Plaintiff alleges that Wyndham Hotels violated the CFA because it did not adequately disclose the \$25 nightly Resort Fee when Plaintiff reserved a room at the Shelborne through the Wyndham Hotel Websites. Wyndham Hotels denies that it has violated the CFA. Wyndham Hotels maintains that its Resort Fee disclosures are proper and comply with applicable federal and state laws.

4. Plaintiff alleged that Wyndham Hotels violated the TCCWNA because the Terms of Use for the Wyndham Hotel Websites purportedly contained unlawful limitations on Wyndham

Hotels' liability associated with use of the Wyndham Hotel Websites. Wyndham Hotels denied that its Terms of Use violated the TCCWNA and moved for judgment on the pleadings on the TCCWNA claim on May 8, 2018. The Court entered judgment for Wyndham Hotels on Plaintiff's TCCWNA claim on January 16, 2019.

5. During the course of this litigation, the Parties engaged in significant fact and expert discovery. Plaintiff and Wyndham Hotels each propounded and responded to document requests and interrogatories, and took depositions of relevant fact witnesses and experts.

6. On October 15, 2018, Plaintiff filed a motion for class certification. Wyndham Hotels opposed Plaintiff's motion for class certification on December 14, 2018. Plaintiff's motion remains pending with the Court.

7. On March 29, 2019, the Parties reached an agreement in principle to resolve this case and filed a joint motion to stay the litigation. The Court granted the stay on March 30, 2019. The parties then continued to negotiate the details of the resolution, which are embodied in this Settlement Agreement.

8. While Wyndham Hotels believes this Settlement Agreement can and should be approved to avoid the time, expense, and uncertainty of litigation, in the event the Settlement Agreement does not receive final approval from the Court or is terminated according to its terms, Wyndham Hotels expressly reserves any and all available rights and defenses, including the right to challenge class certification. Plaintiff likewise reserves his rights, including the right to proceed with the *Luca* Action if the Settlement is not approved.

9. In light of the conclusions reached by the Parties and discussed above, the Parties agree, subject to approval by the Court, to fully and finally compromise, settle, extinguish and resolve the Settled Claims and to dismiss with prejudice the *Luca* Action under the terms and conditions set forth in this Settlement Agreement.

AGREEMENT FOR SETTLEMENT PURPOSES ONLY

This Settlement Agreement is for settlement purposes only. The fact of this Settlement Agreement or any provision herein, the negotiations or proceedings related hereto, and any actions taken hereunder shall not constitute or be construed as: (a) any admission of the validity of any claim or any fact alleged by Plaintiff in the *Luca* Action; (b) any admission of any wrongdoing, fault, violation of law, breach of contract, or liability of any kind on the part of Wyndham Hotels; (c) any admission as to any claim or allegation made in any demand of, action against, or proceeding against Wyndham Hotels; (d) any admission, finding, or evidence that the claims of the putative class or the claims of any other members of the Settlement Class are appropriate for class treatment if the claims were contested in this or any federal, state, or foreign forum; or (e) a waiver of any applicable defense, including, without limitation, any applicable statute of limitations. This Settlement Agreement and its exhibits shall not be offered or admissible in evidence against Plaintiff, Wyndham Hotels, or the Settlement Class Members in any action or proceeding in any forum for any purpose whatsoever, except in an action or proceeding brought to enforce its terms.

AGREEMENT

In consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Wyndham Hotels and Plaintiff, on behalf of himself and as the class representative of the Settlement Class, hereby contract, covenant, and agree that the Settled Claims are fully resolved, settled, compromised, extinguished and dismissed on the merits and with prejudice, subject to the approval of the Court, on the following terms and conditions:

1. Definitions. When used in this Settlement Agreement or the Notice Plan, the following terms shall have the respective meanings assigned to them in this Paragraph 1, unless otherwise specifically indicated.
 - 1.1. “Administrative Costs” means fees and expenses of the Settlement Administrator in administering and carrying out the terms of the Settlement Agreement, including expenses for printing and mailing of the Short Form Notice, distributing the Class Notice as provided in the Notice Plan, post office box rental costs, creating and operating the settlement website, and responding to inquiries by persons receiving or reading the Class Notice. For avoidance of doubt, Administrative Costs shall not include Litigation Expenses or Attorneys’ Fees.
 - 1.2. “Attorneys’ Fees” refers to any award of attorneys’ fees requested by Class Counsel pursuant to Paragraph 7 and awarded by the Court.
 - 1.3. “Cash Award” means a payment of \$22.00 to be distributed to eligible Settlement Class Members pursuant to this Agreement.
 - 1.4. “CFA” means the New Jersey Consumer Fraud Act.
 - 1.5. “Claim Form” means the document to be submitted by Claimants seeking a Cash Award, pursuant to Paragraph 6. The Claim Form will be available online at the Settlement Website, substantially in the form of Exhibit 3 to this Agreement.
 - 1.6. “Claim Period” means the time period during which Settlement Class Members may submit a Claim Form to the Settlement Administrator for review. The Claim Period shall run for a period of one hundred and twenty (120) calendar days from the date of the first publication of the Short Form Notice or Class Notice, including in online form, unless otherwise ordered by the Court.
 - 1.7. “Claimant” means a Settlement Class Member who submits a Claim Form as described in Paragraph 6.
 - 1.8. “Claimant ID” means a unique identifier assigned to each member of the Settlement Class appearing in Wyndham Hotels’ business records as having paid a Resort Fee. The respective Claimant ID shall be included on each Short Form Notice mailed to the Settlement Class, and shall be used by the Settlement Administrator in processing Claim Forms.

- 1.9. “Class Counsel” means the following attorneys:

Gary F. Lynch
Jamisen A. Etzel
CARLSON LYNCH LLP
1133 Penn Avenue, 5th Floor
Pittsburgh, PA 15222
T: (412) 322-9243
F: (412) 231-0246

Joseph P. Guglielmo
Erin Green Comite
Carey Alexander
SCOTT+SCOTT LLP
The Helmsley Building
230 Park Avenue, 17th Floor
New York, NY 10169
T: (212) 223-6444
F: (212) 223-6334

- 1.10. “Class Notice” means the legal notice of the proposed Settlement terms, as approved by Class Counsel and Wyndham Hotels’ Counsel, subject to approval by the Court, to be provided to Settlement Class Members. The Class Notice shall be substantially in the form attached hereto as Exhibit 2. Any material changes to the Class Notice must be jointly approved by Class Counsel and Wyndham Hotels’ Counsel.
- 1.11. “Court” means the United States District Court for the Western District of Pennsylvania.
- 1.12. “Dollars” or “\$” means United States Dollars.
- 1.13. “Effective Date” shall be the date when each and all of the following conditions have occurred:
- 1.13.1. the Settlement Agreement has been fully executed by all the Parties and their counsel;
 - 1.13.2. the Preliminary Approval Order has been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Class Notice and Short Form Notice;
 - 1.13.3. the Court-approved Short Form Notice has been mailed to members of the Settlement Class, as ordered by the Court, and the Class Notice has otherwise been made available to the Settlement Class as set forth in the Notice Plan;
 - 1.13.4. the Court has approved and entered the Final Judgment, thereby approving this Settlement Agreement and dismissing the Settled Claims with prejudice; and
 - 1.13.5. the Final Judgment has become Final as defined in Paragraph 1.15.
- 1.14. “Excluded Member” means any person or entity who falls within the Settlement Class definition but who elects to be excluded from the Settlement Class and submits a valid Request for Exclusion.

- 1.15. “Final” means that (a) the Final Judgment is a final, appealable order; and (b) either (i) no appeal has been taken from the Final Judgment as of the date on which all times to appeal therefrom have expired, or (ii) an appeal or other review proceeding of the Final Judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or argument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the Final Judgment in all material respects.
- 1.16. “Final Judgment” means the final judgment and order of dismissal to be entered by the Court, substantially in the form attached hereto as Exhibit 5, upon final approval of the Settlement, as provided in Paragraph 15 of this Settlement Agreement.
- 1.17. “Fund Institution” means The Huntington National Bank (a subsidiary of Huntington Bancshares, Inc.), where Wyndham Hotels will deposit the Settlement Funds under the terms of this Agreement.
- 1.18. “Incentive Award” means the amount Plaintiff will receive as an incentive award for serving as a representative plaintiff in this case, pursuant to Paragraph 8 and approved by the Court. The Incentive Award shall not exceed \$5,000.
- 1.19. “Litigation Expenses” refers to any award of expenses requested by Class Counsel pursuant to Paragraph 7 and awarded by the Court, including expert witness fees, deposition expenses, copying charges, computer research charges, travel expenses, court costs, and mediator fees incurred in pursuing the *Luca* Action.
- 1.20. The “*Luca* Action” means the civil action styled *Luca v. Wyndham Hotel Group, LLC*, No. 16-cv-746-MRH, on the docket of the United States District Court for the Western District of Pennsylvania.
- 1.21. “Notice Plan” means the plan for publication of the Class Notice and Short Form as developed by the Settlement Administrator, attached hereto as Exhibit 1.
- 1.22. “Parties” means Plaintiff and Wyndham Hotels.
- 1.23. “Plaintiff” refers to Thomas R. Luca, Jr., individually and as representative of the putative class in the *Luca* Action.
- 1.24. “Points Award” means an award of 2,200 Wyndham Rewards points made available to eligible Settlement Class Members pursuant to this Agreement.
- 1.25. “Preliminary Approval Order” means the order entered by the Court pursuant to Paragraph 3 and in the form attached as Exhibit 4, preliminarily approving the Settlement, approving the form and manner of the Class Notice and Short Form Notice, and setting a date certain for the settlement fairness hearing.

- 1.26. “Released Parties” means Wyndham Hotels & Resorts, Inc.; Wyndham Destinations, Inc. (formerly known as Wyndham Worldwide Corporation); Wyndham Hotel Group, LLC; Wyndham Hotels and Resorts, LLC; Wyndham Hotel Management, Inc., and each of their respective present and former parents, affiliates and subsidiaries, and their predecessors, heirs, successors, assigns, and each of their present, former, and future officers, directors, employees, agents, insurers, representatives, shareholders, and any third party payment processors, independent contractors, successors, assigns, attorneys, and legal representatives working on their behalf.
- 1.27. “Request for Exclusion” means a timely and properly submitted written request to be excluded from the Settlement Class, made pursuant to Paragraph 12.
- 1.28. “Resort Fee” means any resort fee, service charge, hotel service fee, resort service fee, or facility fee, assessed to consumers in addition to the Room Rate at a Wyndham-affiliated Hotel. For avoidance of doubt, “Resort Fee” does not include amounts collected and passed on to any governmental entity, such as taxes or excise payments, or optional fees for additional benefits or services, including but not limited to parking fees.
- 1.29. “Room Rate” means the nightly price that consumers are required to pay for lodging, exclusive of Resort Fees and amounts collected and passed on to any governmental entity, such as taxes or excise payments.
- 1.30. “Settled Claims” means (i) any and all claims and causes of action that were asserted in or could have been asserted in the *Luca* Action and (ii) any and all claims and causes of action arising out of or in any way relating to the calculation, collection, disclosure, or non-disclosure of Resort Fees by Wyndham Hotels or at a Wyndham-affiliated Hotel, including, but not limited to claims for breach of contract, fraud, conspiracy, breach of implied duties and covenants, unjust enrichment, accounting, declaratory or injunctive relief, and/or unfair or deceptive trade practices under federal or state law.
- 1.31. “Settlement” means the settlement embodied in this Settlement Agreement and the Final Judgment.
- 1.32. “Settlement Administrator” means KCC Class Action Services, LLC, or any other person or persons agreed upon by the Parties to administer the Settlement in accordance with the provisions of this Agreement.
- 1.33. “Settlement Agreement” or “Agreement” means this Class Action Settlement Agreement, including all exhibits hereto.
- 1.34. “Settlement Class” means all individuals and entities, including their predecessors- and successors-in-interest, who reside in the United States and were charged a Resort Fee by a Wyndham-affiliated Hotel after reserving a room using the Wyndham Hotel Websites from June 6, 2010 until the date the Court enters the Preliminary Approval Order. For avoidance of doubt, the Settlement Class does

not include those individuals or entities who paid a Resort Fee only as part of a reservation made by telephone, in person, through a third-party website, group bookings, or through any channel other than the Wyndham Hotel Websites. The Settlement Class excludes (a) Wyndham Hotels; (b) any person or entity who has previously released Wyndham Hotels from liability concerning or encompassing any or all Settled Claims; (c) any person or entity who received a waiver, refund, or credit of all Resort Fees charged in connection with all reservations made using the Wyndham Hotel Websites; and (d) any person who serves as a judge in this civil action and his/her spouse.

- 1.35. “Settlement Class Member” means every member of the Settlement Class who does not submit a valid Request for Exclusion.
- 1.36. “Settlement Funds” means the sum of all Cash Awards, which is an amount equal to \$22.00 multiplied by the number of timely and valid Claim Forms received by the Settlement Administrator.
- 1.37. “Settlement Website” means www.2019resortfeesettlement.com, the website to be created for this Settlement that includes information about the *Luca* Action and the Settlement, relevant documents, and electronic and printable forms relating to the Settlement, including the Class Notice and Claim Form. The Settlement Website shall be activated on the date of the first publication of the Class Notice or Short Form Notice, whichever is earlier, and shall remain active for at least one hundred and twenty (120) calendar days after the Court enters the Final Judgment.
- 1.38. “Shelborne” means the property formerly known as the Wyndham Grand Shelborne South Beach Hotel in Miami Beach, Florida, which operated as a Wyndham-affiliated Hotel during the time of Plaintiff’s stay in May 2016.
- 1.39. “Short Form Notice” means the summary settlement notice of proposed class action settlement, to be disseminated via email and postcard substantially in the form of Exhibit 2 to this Agreement. Any material changes to the Short Form Notice must be jointly approved by Class Counsel and Wyndham Hotels’ Counsel.
- 1.40. “TCCWNA” means the New Jersey Truth in Consumer Contract, Warranty, and Notice Act.
- 1.41. “United States” means the fifty United States of America, the District of Columbia, Puerto Rico, the United States Virgin Islands, and other United States territories.
- 1.42. “Wyndham Hotels” means Wyndham Hotels & Resorts, Inc., Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, Wyndham Hotel Management, Inc., and their subsidiaries, affiliates, employees, directors, and officers. For avoidance of doubt, Wyndham Hotels does not include Wyndham Destinations, Inc. or any of its subsidiaries, affiliates, employees, directors, or officers.
- 1.43. “Wyndham-affiliated Hotel” means any lodging establishment located in the United States that is available for booking on the Wyndham Hotel Websites and is

(i) owned, operated, managed, or franchised by Wyndham Hotels or any of its subsidiaries or affiliates; or (ii) owned, operated, or managed by Wyndham Destinations, Inc. or any of its subsidiaries or affiliates.

1.44. “Wyndham Hotels’ Counsel” means the following attorneys:

K. Winn Allen
Ronald K. Anguas, Jr.
Zachary A. Avallone
KIRKLAND & ELLIS LLP
1301 Pennsylvania Avenue NW
Washington, D.C. 20004
Telephone: (202) 389-5000
Facsimile: (202) 389-5200

1.45. “Wyndham Rewards” refers to Wyndham Hotels’ customer loyalty program.

1.46. “Wyndham Hotel Websites” refers to www.wyndham.com, www.wyndhamhotels.com, www.wyndhamhotelgroup.com, and any other website owned or operated by Wyndham Hotels.

2. Best Efforts to Reach the Effective Date.

2.1. The Parties and Class Counsel agree to recommend that the Court approve the Settlement Agreement and further agree to undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other reasonable steps and efforts that may be necessary or appropriate for Plaintiff to file the Motion for Preliminary Approval of the Settlement by October 15, 2019, implement the terms of this Settlement Agreement, garner final approval, and reach the Effective Date.

2.2. The Parties agree that they will not take any steps to suggest or recommend that members of the Settlement Class should opt out of or elect to be excluded from this Settlement Agreement.

3. Motion for Preliminary Approval.

3.1. For purposes of settlement and the proceedings contemplated herein only, the Parties stipulate and agree that a nationwide Settlement Class shall be certified. Class certification shall be for settlement purposes only and shall have no effect for any other purpose.

3.2. Wyndham Hotels does not oppose class certification for settlement purposes only and consents to Plaintiff’s application to the Court for entry of an order which, among other things: (a) preliminarily certifies the Settlement Class in accordance with the definitions set forth in this Agreement; (b) preliminarily approves this Agreement for purposes of issuing notice to the Settlement Class; (c) approves the timing, content, and manner, of the Class Notice and Short Form Notice; (d)

appoints the Settlement Administrator; (e) appoints Scott+Scott LLP and Carlson Lynch LLP as class counsel and Plaintiff Thomas R. Luca, Jr. as class representative; and (f) makes such orders as are necessary and appropriate to effectuate the terms and conditions of this Agreement.

- 3.3. The certification of the Settlement Class shall be binding only with respect to this Agreement. In the event that the Effective Date does not occur for any reason, the Preliminary Approval Order, and all of its provisions, shall be vacated by its own terms, this Agreement shall be void, null, and of no effect *ab initio*, and the Luca Action shall revert to its status that existed prior to the date of this Agreement.

4. Class Notice.

- 4.1. Pursuant to the Notice Plan, attached hereto as Exhibit 1, or as otherwise directed by the Court, the Settlement Administrator shall provide notice of the Settlement to the Settlement Class. The Parties agree that the notice to be effected by the Notice Plan constitutes the best notice practicable.
- 4.2. Notice to the Settlement Class shall include mailing the Short Form Notice by first-class mail, postage prepaid, and via email to individuals and entities who are believed by Wyndham Hotels to be in the Settlement Class and for whom Wyndham Hotels has email or mailing addresses available from its business records. Each Short Form Notice emailed or mailed to the members of the Settlement Class shall have a unique Claimant ID printed on it. To the extent that any Short Form Notices are returned because an individual or entity who is in the Settlement Class does not reside at the address provided, the Settlement Administrator shall take reasonable steps to obtain a valid address and re-mail or email the Short Form Notice.
- 4.3. The Settlement Administrator shall also make the Class Notice and Short Form Notice available on the Settlement Website and in other manners set forth in the Notice Plan.
- 4.4. Wyndham Hotels shall send a timely and proper notice of this Settlement to all appropriate federal and state officials as required by the Class Action Fairness Act of 2005, including under 28 U.S.C. § 1715, if necessary.

5. Awards to Settlement Class Members.

- 5.1. In exchange for the consideration set forth in this Agreement, including but not limited to the Release set forth in Paragraph 14, Wyndham Hotels agrees that the Final Judgment shall provide Settlement Class Members with an award as set forth in this Paragraph 5. Each Settlement Class Member shall receive one Cash Award or one Points Award, but not both.
- 5.2. Cash Awards. If a Settlement Class Member submits a timely, valid Claim Form in accordance with the procedures set forth in Paragraph 6, that Settlement Class Member shall be eligible for one Cash Award of \$22.00. Settlement Class

Members shall be limited to one Cash Award under this Settlement Agreement, regardless of the number or amount of Resort Fees paid.

- 5.3. Points Awards. If a Settlement Class Member does not submit a timely, valid Claim Form in accordance with the procedures set forth in Paragraph 6, the Settlement Administrator shall send to that Settlement Class Member a redemption code that can be used to claim a Points Award of 2,200 Wyndham Rewards points in the Settlement Class Member's Wyndham Rewards account. The redemption code to claim a Points Award will remain valid for a period of not less than twelve (12) months following the redemption code's issuance. The Settlement Administrator shall take reasonable steps to ensure Points Award redemption codes are emailed or mailed to valid class member addresses, including for those class members who do not have a valid email address, searching for updated addresses in the National Change of Address database prior to mailing redemption codes, and performing a at least one search, using reasonable methods, for updated addresses for any redemption codes returned as undeliverable. Settlement Class Members shall be limited to one Points Award under this Settlement Agreement, regardless of the number or amount of Resort Fees paid. For the avoidance of doubt, Settlement Class Members are only eligible to receive either one Cash Award or one Points Award, but not both.

6. Settlement Administrator and Claims Processing.

- 6.1. Retention of the Settlement Administrator. Wyndham Hotels shall retain the Settlement Administrator to perform the settlement administration process. The Settlement Administrator shall abide by and shall administer the Settlement in accordance with the terms, conditions, and obligations of this Agreement, the Notice Plan, and all orders issued by the Court.
- 6.2. Claim Form Availability. The Claim Form shall be in a substantially similar form to that attached as Exhibit 3. The Claim Form will be: (i) included on the Settlement Website to be designed and administered by the Settlement Administrator; (ii) made readily available from the Settlement Administrator, including by request from the Settlement Administrator by mail, email, or calling a toll-free number provided by the Settlement Administrator; and (iii) made readily available via a website address included in the Short Form Notice that will be mailed and/or emailed to members of the Settlement Class for whom Wyndham Hotels has a mailing address and/or email address.
- 6.3. Timely Claim Forms. To receive a Cash Award, a Settlement Class Member must submit a timely Claim Form, which is postmarked or submitted online before or on the last day of the Claim Period, the specific date of which will be prominently displayed on the Claim Form, Class Notice, and Short Form Notice. For a Claim Form submitted by mail, the Claim Form will be deemed to have been submitted on the date of the postmark on the envelope or mailer. For an online Claim Form and in all other cases, the Claim Form will be deemed to have been submitted on the date it is received by the Settlement Administrator.

- 6.4. Validity of Claim Forms. To receive a Cash Award, a Settlement Class Member must submit under penalty of perjury a valid Claim Form, which must contain the Settlement Class Member's name, mailing address, and signature, and be accompanied by the documentary evidence, if required, as described in Paragraph 6.4.2, where applicable. The Settlement Administrator shall determine the validity of Claims Forms and the amounts, if any, to be awarded to Settlement Class Members.
- 6.4.1. For Settlement Class Members who have received a Claimant ID from the Settlement Administrator and appear in Wyndham Hotels' business records as having paid a Resort Fee, the Claim Form need not be accompanied by documentary proof of payment of a Resort Fee.
- 6.4.2. For Settlement Class Members who have not received a Claimant ID from the Settlement Administrator and/or do not appear in Wyndham Hotels' business records as having paid a Resort Fee, the Claim Form must be accompanied by documentary proof of payment of a Resort Fee in the form of an itemized invoice, receipt, folio, credit card statement, or similar document showing: (i) the Settlement Class Member's name, (ii) the name of the Wyndham-affiliated Hotel where the Settlement Class Member stayed, (iii) the dates of the stay, and (iv) payment for the hotel stay where the Resort Fee was assessed.
- 6.4.3. All Claim Forms shall require an attestation under penalty of perjury that the Claimant (i) paid a Resort Fee on or after June 6, 2010, in connection with a stay at a Wyndham-affiliated Hotel booked through a Wyndham Hotel Website; and (ii) did not receive a credit, waiver, or refund of that Resort Fee.
- 6.4.4. For avoidance of doubt, each Settlement Class Member will receive either one Cash Award or one Points Award, but not both, regardless of the number or amount of Resort Fees paid.
- 6.5. Invalid Claim Forms. Claim Forms that do not meet the requirements set forth in this Agreement and in the Claim Form instructions may be rejected. The Settlement Administrator will have the sole discretion to determine a Claim Form's validity, and the Settlement Administrator's determination shall be final. The Settlement Administrator may reject a Settlement Class Member's Claim Form for, among other reasons, the following:
- 6.5.1. failure to fully complete and/or sign the Claim Form;
- 6.5.2. failure to submit a legible Claim Form;
- 6.5.3. failure to include either a Claimant ID or the documentary proof required by Paragraph 6.4.2;
- 6.5.4. submission of a fraudulent Claim Form;

- 6.5.5. submission of a Claim Form that is duplicative of another Claim Form, in which case the duplicative Claim Form will be rejected and the first-received will be honored, provided it is an otherwise valid Claim Form;
 - 6.5.6. submission of a Claim Form by a person who is not a Settlement Class Member;
 - 6.5.7. request by a person submitting the Claim Form to pay funds to a person or entity that is not the Settlement Class Member for whom the Claim Form is submitted;
 - 6.5.8. failure to submit a Claim Form within the Claim Period; or
 - 6.5.9. failure to otherwise meet the requirements of this Agreement or the Claim Form instructions.
- 6.6. Verification. The Claim Form shall advise Settlement Class Members that, should good cause exist to doubt the validity of the information or documentary proof provided on or with the Claim Form, the Settlement Administrator may request verification or more information regarding the payment of a Resort Fee for the purpose of preventing fraud. If the Claimant does not timely comply or is unable to produce documents or additional information to substantiate the information on the Claim Form and the Claim Form is otherwise not approved, the Settlement Administrator may disqualify the Claim Form.
- 6.7. Claim Form Submission and Review. Claimants may submit a Claim Form either by mail or electronically. The Settlement Administrator shall review and process the Claim Forms pursuant to the process described in this Agreement to determine each Claim Form's validity. Adequate and customary procedures and standards will be used by the Settlement Administrator to prevent the payment of fraudulent claims and to pay only legitimate claims. The Parties shall take all reasonable steps, and direct the Settlement Administrator to take all reasonable steps, to ensure that Claim Forms completed and signed electronically by Settlement Class Members conform to the requirements of the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, *et seq.*
- 6.8. Claim Form Deficiencies. Failure to provide all information requested on the Claim Form will not result in immediate denial or nonpayment of a claim. Instead, the Settlement Administrator will take adequate and customary steps to attempt to cure the defect and to determine the Settlement Class Member's eligibility for payment, including, but not limited to, attempting to follow up with the Claimant to gather additional information if necessary. If the Claim Form defect cannot be cured, the Claim Form will be rejected.
- 6.9. Failure to Submit Claim Form. Unless a Settlement Class Member submits a timely and valid Request for Exclusion pursuant to Paragraph 12, any Settlement Class Member who fails to submit a timely and valid Claim Form shall receive a Points Award through the Wyndham Rewards program, shall be forever barred from

receiving a Cash Award or any additional payment pursuant to this Agreement, and shall in all other respects be bound by all of the terms of this Agreement and the terms of the Final Judgment to be entered in the *Luca* Action.

7. Attorneys' Fees and Litigation Expenses.

- 7.1. As part of the Settlement, Class Counsel will make an application for an award of Attorneys' Fees and Litigation Expenses. Class Counsel agrees that they will not seek or accept an award of more than \$1,600,000 in Attorneys' Fees or an award of more than \$200,000 in Litigation Expenses. Wyndham Hotels has agreed not to oppose these requested amounts. The ultimate award of Attorneys' Fees and Litigation Expenses will be determined by the Court.
- 7.2. The Attorneys' Fees and Litigation Expenses awarded by the Court shall be the sole compensation paid by Wyndham Hotels for Class Counsel representing the class and it shall be paid separate and apart from Wyndham Hotels' contribution of the Settlement Funds. Class Counsel agrees that any award of Attorneys' Fees and Litigation Expenses will be sought solely and exclusively in the *Luca* Action.
- 7.3. Within fifteen (15) business days after the Effective Date, Wyndham Hotels shall wire to an account identified and maintained by Class Counsel the aggregate amount of Attorneys' Fees and Litigation Expenses awarded by the Court to Class Counsel. Such payment shall be in full settlement of any claim for any Attorneys' Fees and Litigation Expenses by Class Counsel.
- 7.4. Wyndham Hotels shall have no obligation or liability whatsoever with respect to (i) the allocation of any payment of Attorneys' Fees or Litigation Expenses between or among Class Counsel; or (ii) any necessary withholdings or deductions that may be necessary to comply with Class Counsel's other legal obligations, including but not limited to tax obligations.
- 7.5. Notwithstanding anything to the contrary in this Settlement Agreement, Wyndham Hotels may, at its sole discretion, terminate this Settlement Agreement on written notice to Class Counsel should the Court award more than the amount of Attorneys' Fees or Litigation Expenses set forth in Section 7.1 above. Wyndham Hotels' right to terminate this Settlement Agreement pursuant to this Paragraph 7 shall be exercised, if at all, no later than twenty (20) business days following the Court's entry of an order awarding more than the amount of Attorneys' Fees or Litigation Expenses set forth in Section 7.1 above.
- 7.6. Should Wyndham Hotels elect to withdraw from and terminate this Settlement Agreement pursuant to the provisions set forth in this Paragraph 7, such withdrawal and termination shall be treated as if the Final Judgment were not entered under Section 15.

8. Named Plaintiff Incentive Award.

- 8.1. As part of the Settlement, Class Counsel will make an application for an Incentive Award for the Plaintiff, Thomas R. Luca, Jr., in the amount of \$5,000. Plaintiff, through Class Counsel, agrees that he will not seek or accept more than \$5,000 as an Incentive Award. The ultimate availability and amount of the Incentive Award will be determined by the Court.
- 8.2. Within fifteen (15) business days of the Effective Date, Wyndham Hotels shall pay to Plaintiff the amount of any Incentive Award ordered by the Court, in accordance with payment instructions provided by Class Counsel. Any Incentive Award ordered shall be the sole compensation paid to Plaintiff for representing the Settlement Class, and shall be paid separate and apart from the Settlement Funds.

9. Wyndham Hotels' Payment Obligations.

- 9.1. Within fifteen (15) business days of the Effective Date, Wyndham Hotels agrees to:
 - 9.1.1. deposit the Settlement Funds with the Fund Institution for distribution of Cash Awards by the Settlement Administrator to eligible Settlement Class Members;
 - 9.1.2. provide the Settlement Administrator with redemption codes for Points Awards to be distributed to eligible Settlement Class Members;
 - 9.1.3. tender to Class Counsel any Attorneys' Fees awarded by the Court, not to exceed \$1,600,000;
 - 9.1.4. tender to Class counsel any Litigation Expenses awarded by the Court, not to exceed \$200,000; and
 - 9.1.5. tender to Plaintiff any Incentive Award awarded by the Court, not to exceed \$5,000.
- 9.2. In addition to the payments described in Paragraph 9.1, Wyndham Hotels agrees to remit to the Settlement Administrator payment(s) for reasonable Administrative Costs in accordance with the Settlement Administrator's billing practices and requirements.
- 9.3. Notwithstanding anything to the contrary in this Settlement Agreement, and for avoidance of doubt, upon making the payments described in Paragraphs 9.1 and 9.2, Wyndham Hotels shall have no further payment obligations to Plaintiff, Settlement Class Members, Class Counsel, or any other person or entity whatsoever under this Settlement Agreement.

10. Changes to Wyndham Hotels' Disclosure Practices.

- 10.1. The Parties agree that the Final Judgment shall modify how Wyndham Hotels discloses Resort Fees on the Wyndham Hotel Websites. Specifically:
 - 10.1.1. Wyndham Hotels will add a new Resort Fee disclosure on the Rooms and Rates page of the booking flow or earlier.
 - 10.1.2. This new Resort Fee disclosure will be visible on the page itself, without clicking a hyperlink.
 - 10.1.3. The amount of the Resort Fee will not be grouped with government taxes in the new Resort Fee disclosure.
- 10.2. The Parties agree that Wyndham Hotels retains flexibility to change the specific location and content of the Resort Fee disclosure going forward, subject to the parameters set forth above in Paragraph 10.1.
- 10.3. The Parties agree that the Resort Fee disclosure design attached hereto as Exhibits 6–8 satisfies the disclosure requirements set forth in Paragraph 10.1.
- 10.4. The disclosure obligation imposed by this Paragraph 10 shall be implemented within ninety (90) days of the Effective Date and shall remain in effect for so long as compliance therewith is commercially reasonable and practical, as Wyndham Hotels shall determine in its sole discretion, and in any event for not less than two (2) years from the date of implementation. Nothing in this Settlement Agreement shall require Wyndham Hotels to take any action that is inconsistent with any applicable law or regulation.
- 10.5. Notwithstanding anything to the contrary in this Agreement, Wyndham Hotels shall have discretion to modify the disclosure contemplated by this Paragraph 10 for the versions of the Wyndham Hotel Websites that are displayed to users on tablets or mobile devices, in light of technological and design constraints applicable to those versions. The parties agree that the mobile and tablet Resort Fee disclosure designs attached hereto as Exhibit 7 and 8, respectively, satisfy the disclosure requirements as applied to mobile and tablet versions of the Wyndham Hotel Websites.
- 10.6. Except as set forth in this Paragraph 10 and in the Final Judgment, this Settlement Agreement shall not affect any aspects of Wyndham Hotels' calculation, collection, or disclosure of Resort Fees.

11. Objections.

- 11.1. Settlement Class Members shall have the right to object to this Settlement and to appear and show cause, if they have any reason why the terms of this Agreement should not be given final approval, pursuant to this Paragraph 11.

- 11.2. A Settlement Class Member may object to the settlement contemplated in this Agreement either on his or her own without an attorney, or through an attorney hired at his or her own expense.
- 11.3. Any person who submits a Request for Exclusion as provided herein may not submit an objection to the Settlement contemplated in this Agreement.
- 11.4. Any objection to the Settlement contemplated in this Agreement must be in writing, signed by the Settlement Class Member (and his or her attorney, if individually represented), filed with the Court, with a copy delivered to Class Counsel and Wyndham Hotels' Counsel at the addresses set forth in the Class Notice, no later than thirty (30) calendar days before the final approval hearing.
- 11.5. Any objection regarding or related to the Settlement contemplated in this Agreement shall contain a caption or title that identifies it as "Objection to Class Settlement in *Luca v. Wyndham Hotel Group, LLC*, No. 1:16-cv-746-MRH."
- 11.6. Any objection regarding or related to the Settlement contemplated in this Agreement shall contain: information sufficient to identify and contact the objecting Settlement Class Member (and his or her individually hired attorney, if any); a clear and concise statement of the Settlement Class Member's objection; the date(s) and location(s) where the objector paid a Resort Fee; the facts supporting the objection; a specific statement of the legal grounds on which the objection is based, including whether it applies only to the objector, to a specific subset of the class, or to the entire class; the number of times in which the objector and/or his or her counsel has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector and/or his or her counsel has made such objection and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case, the identity of any former or current counsel who may be entitled to compensation for any reason related to the objection to the Agreement; the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case; any and all agreements that relate to the objection or the process of objecting – whether written or verbal – between objector or objector's counsel and any other person or entity; a list of all persons who will be called to testify at the final approval hearing in support of the objection; and a statement confirming whether the objector intends to personally appear and/or testify at the final approval hearing.
- 11.7. Any objection shall include documents sufficient to establish the basis for the objector's standing as a Settlement Class Member, such as an itemized invoice, receipt, folio, or similar document showing: (i) the Settlement Class Member's name, (ii) the name of the Wyndham-affiliated Hotel where the Settlement Class

Member stayed, (iii) the dates of the stay, and (iv) the amount of the Resort Fee assessed.

- 11.8. Class Counsel and Wyndham Hotels' Counsel shall have the right to respond to any objection no later than seven (7) calendar days prior to the final approval hearing. The Party so responding shall file a copy of the response with the Court, and shall serve a copy by email, first-class mail, or overnight delivery service to the objecting Settlement Class Member or to the individually hired attorney for the objecting Settlement Class Member; to Class Counsel; and to Wyndham Hotels' Counsel.
- 11.9. If an objecting Settlement Class Member chooses to appear at the hearing, no later than fifteen (15) calendar days before the final approval hearing, a Notice of Intention to Appear must be filed with the Court and list the name, address and telephone number of the attorney, if any, who will appear.

12. Requests for Exclusion.

- 12.1. Settlement Class Members shall have the right to elect to exclude themselves, or "opt out," of this Agreement, relinquishing their rights to compensation under this Agreement, and preserving their claims, pursuant to this Paragraph 12.
- 12.2. A Request for Exclusion is not timely and properly submitted unless it is in writing, is signed by the person or entity requesting exclusion, is mailed in a postage-paid envelope to the Settlement Administrator, postmarked no later than the due date established by the Court in the Preliminary Approval Order, and otherwise complies with the instructions contained in the Class Notice. The Request for Exclusion must contain a clear statement communicating that the sender elects to be excluded from the Settlement.
- 12.3. The Request for Exclusion must be personally signed by any natural person requesting exclusion; it cannot be signed by that person's lawyer or other agent, unless the person is incapacitated. The Request for Exclusion may not be made on a class or representative basis. If the entity requesting exclusion is a corporation, partnership, or other legal entity, the request must be personally signed by a duly-authorized officer, partner, or managing agent.
- 12.4. A Request for Exclusion is not properly submitted or valid if it requests a qualified or partial exclusion or any other qualification.
- 12.5. The Settlement Administrator shall promptly forward copies of any written Requests for Exclusion to Class Counsel and Wyndham Hotels' Counsel, and shall file a list reflecting all Requests for Exclusion with the Court no later than thirty (30) calendar days before the final approval hearing.
- 12.6. Any Settlement Class Member who does not request exclusion from the Settlement has the right to object to the Settlement. Settlement Class Members may not both object and request exclusion of the Settlement. Any Settlement Class Member who wishes to object must timely submit an objection as set forth in Paragraph 11 above.

If a Settlement Class Member submits both an objection and a Request for Exclusion, he or she shall be deemed to have complied with the terms of the procedure for requesting exclusion and shall not be bound by the Agreement if approved by the Court, and the objection will not be considered by the Court.

- 12.7. For avoidance of doubt, any Settlement Class Member who does not submit a timely and valid Request for Exclusion will be bound by the Release in this Agreement and will be barred from bringing any action in any forum (state or federal) against any of the Released Parties concerning any of the matters subject to the Release.

13. Wyndham Hotels' Walk-Away Rights.

- 13.1. Wyndham Hotels shall have the option to terminate the Settlement Agreement, in its sole discretion, in the event that either:

13.1.1. there are more than 1,000 timely and valid Requests for Exclusion received by the Settlement Administrator;

13.1.2. the Court fails to give preliminary approval to this Settlement Agreement or fails to give final approval to this Settlement Agreement; or

13.1.3. the Court orders any material modification to this Settlement Agreement, including but not limited to the amount of Attorneys' Fees or Litigation Expenses that Wyndham Hotels has agreed to pay, as set forth in Paragraph 7, or the disclosure requirements set forth in Paragraph 10.

- 13.2. Wyndham Hotels' option to terminate shall be communicated in writing to Class Counsel within twenty (20) business days after the event identified in Paragraph 13.1 giving rise to the option to terminate.

- 13.3. If Wyndham Hotels exercises its option to terminate pursuant to this Paragraph 13, the termination shall be treated as if this Settlement Agreement did not become Final within the meaning of Paragraph 16.

14. Release.

- 14.1. As of the Effective Date, Plaintiff, Class Counsel, and the Settlement Class Members, and each of them, for themselves and their respective heirs, agents, officers, directors, shareholders, employees, consultants, joint venturers, partners, members, legal representatives, predecessors, successors and assigns, hereby expressly agree that they fully and forever release and discharge the Released Parties from any and all of the Settled Claims, except for the rights and obligations created by this Settlement Agreement, and covenant and agree that they will not commence, participate in, prosecute, or cause to be commenced or prosecuted against any of the Released Parties any action or other proceeding based in whole or in part upon any of the Settled Claims released pursuant to this Settlement Agreement.

- 14.2. As of the Effective Date, Wyndham Hotels & Resorts, Inc., Wyndham Hotel Group, LLC, Wyndham Hotels and Resorts, LLC, and Wyndham Hotel Management, Inc., as well as their current and former subsidiaries and affiliates, predecessors in interest, and successors in interest hereby expressly agree that they fully and forever release and discharge Plaintiff and Class Counsel, and covenant and agree that they will not commence, participate in, prosecute, or cause to be commenced or prosecuted against Plaintiff or Class Counsel, any action or other proceeding based upon any claim, whether known or unknown, arising out of the institution, prosecution, assertion, settlement, or resolution of the *Luca* Action or the Settled Claims. For the avoidance of doubt, nothing herein shall prevent any Party from enforcing the provisions of this Settlement Agreement.
- 14.3. The Parties acknowledge and agree that these releases are given in consideration of the settlement awards set forth in Paragraph 5 and other covenants by Wyndham Hotels for the benefit of all the Released Parties. The Released Parties hereby agree that they will not seek to reduce, set off, or recoup any amounts paid to a Settlement Class Member under Paragraph 5 of this Agreement, by the value of any claim that one or more of the Released Parties may have against that Settlement Class Member.
- 14.4. The Parties acknowledge and agree that the releases contained in this Paragraph 14 and the scope of the Settled Claims shall be construed as broadly as possible to effect complete finality over this litigation involving the disclosure of Resort Fees by Wyndham Hotels and the Released Parties, including, but not limited to, claims alleged in the operative class action complaint.
- 14.5. The Parties acknowledge and agree that the relief afforded under this Settlement Agreement fully and completely compromises and extinguishes the claims for relief that were asserted or could have been asserted in the *Luca* Action by Plaintiff and Settlement Class Members.
- 14.6. On the Effective Date, Plaintiff and the Settlement Class Members shall be deemed to have, and by operation of this Settlement Agreement and the Final Judgment this provision is incorporated into, shall have, with respect to the subject matter of the Settled Claims, expressly waived the benefits of any statutory provisions or common law rules that provide, in sum or substance, that a general release does not extend to claims which the party does not know or suspect to exist in its favor at the time of executing the release, which if known by it, would have materially affected its settlement with any other party. In particular, but without limitation, the Parties waive the provisions of California Civil Code § 1542 (or any like or similar statute or common law doctrine) and do so understanding the significance of that waiver. California Civil Code § 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Neither this paragraph nor any other provision of this Settlement Agreement shall be construed to effectuate a general release of claims. The releases provided for in this Settlement Agreement are limited to the Settled Claims, as defined above. Plaintiff and Settlement Class Members acknowledge, and Plaintiff and Settlement Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement Agreement of which this release is a part.

15. Order, Final Judgment, and Dismissal. If the Court finally approves this Settlement Agreement, then the Parties jointly and promptly shall seek entry of the Final Judgment in the form attached hereto as Exhibit 5. The Parties intend that the language in the Final Judgment shall conform to the language in this Settlement Agreement, and the Parties will modify Exhibit 5 if necessary to ensure such conformity.
16. Compromise of Disputed Claims.
 - 16.1. Wyndham Hotels has denied and continues to deny that its disclosure of Resort Fees is or was false, deceptive, or misleading to consumers or violates any legal requirement, including but not limited to, the allegations that Wyndham Hotels engaged in unfair, unlawful, fraudulent, or deceptive trade practices, breached an express warranty, or was unjustly enriched. Wyndham Hotels further denies that any action or inaction alleged in the operative complaint caused any harm or damages or can be pursued on a class-wide basis over Wyndham Hotels' objection.
 - 16.2. Wyndham Hotels is entering into this Settlement Agreement as a compromise of disputed claims solely because the Settlement will eliminate the uncertainty, distraction, burden, and expense of further litigation. The provisions contained in this Settlement Agreement and the manner or amount of relief provided to Settlement Class Members herein shall not be deemed a presumption, concession, or admission by Wyndham Hotels of any fault, liability, wrongdoing, harm or damages as to any facts or claims that have been or might be alleged or asserted in the *Luca* Action, or in any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received into evidence or otherwise used by any person in any action or proceeding, whether civil, criminal, or administrative, for any purpose other than as provided expressly herein.
 - 16.3. In the event that the Court does not approve this Settlement Agreement through a Final Judgment substantially in the form jointly submitted by the Parties as required in this Agreement (or in a modified form mutually acceptable to the Parties), or this Settlement Agreement is terminated or fails to become effective or Final in accordance with its terms, Plaintiff and Wyndham Hotels shall be restored to their respective positions in the *Luca* Action as of the date hereof. In such event, the terms and provisions of this Settlement Agreement shall have no further force and effect, shall be void *ab initio*, and shall not be used in the *Luca* Action or in any

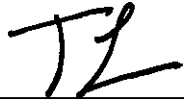
other proceeding or for any purpose, and the Parties will jointly make an application requesting that any judgment entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

17. Conditions Precedent to Agreement's Effect. This Settlement Agreement shall become final, binding and effective upon the Effective Date, and not before then.
18. Modifications. Any modification to this Settlement Agreement or its exhibits, whether modified by the Parties or any court, must be approved in writing signed by the Parties or their authorized representatives to be binding.
19. Survival of Covenants and Representations. All covenants and representations contained in this Settlement Agreement are contractual in nature, are not mere recitals, and will survive the execution of this Settlement Agreement.
20. Miscellaneous Provisions.
 - 20.1. Governing Law. This Settlement Agreement is and will be governed by the laws of the State of New Jersey.
 - 20.2. Severability. In the event that a court of competent jurisdiction enters a final judgment or decision holding invalid any nonmaterial provision of this Settlement Agreement, the remainder of this Settlement Agreement will be fully enforceable. If a court of competent jurisdiction holds invalid or materially modifies any material provision of this Settlement Agreement, including but not limited to the provisions set forth in Paragraph 14, either Party shall be entitled to dissolve this Settlement Agreement and withdraw from the Settlement.
 - 20.3. Construction. The language of all parts of this Settlement Agreement and its exhibits will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party. All Parties have participated in the preparation of this Settlement Agreement and its exhibits and no presumptions or rules of interpretation based upon the identity of the Party preparing or drafting this Settlement Agreement or its exhibits, or any part thereof, shall be applied or invoked.
 - 20.4. Counterparts. This Settlement Agreement may be executed by facsimile or electronic signatures and in counterparts, all of which will have full force and effect between the Parties, subject to all conditions precedent and subsequent set forth herein.
 - 20.5. Integration. This Settlement Agreement and its exhibits constitute the entire agreement of the Parties and a complete merger of all prior negotiations and agreements.
 - 20.6. Authority and Capacity to Execute. Each person signing this Settlement Agreement on behalf of a Party represents that such signatory has the full and complete power, authority and capacity to execute and deliver this Settlement Agreement and any documents to be executed pursuant hereto, that all formalities necessary to authorize execution of this Settlement Agreement so as to bind the principal, limited

liability company, trust, partnership or corporation have been undertaken, and that upon the occurrence of the Effective Date, this Settlement Agreement will constitute the valid and legally binding obligation of each such Party hereto, enforceable by and against that Party in accordance with its terms.

- 20.7. Successors and Assigns. This Settlement Agreement is binding upon and will inure to the benefit of each of the Parties hereto and their respective agents, officers, directors, shareholders, employees, consultants, heirs, devisees, legal representatives, attorneys, successors and assigns.
- 20.8. Headings. The headings of the paragraphs and subparagraphs herein are intended solely for convenience or reference and will not control or influence the meaning or interpretation of any of the provisions of this Settlement Agreement.
- 20.9. Gender and Number. Whenever applicable, the pronouns designating the feminine, masculine and neuter will equally apply to the feminine, masculine and neuter genders; the singular will include the plural and the plural will include the singular.
- 20.10. Extensions of Time. The Parties reserve the right, subject to the Court's approval, to mutually agree to any reasonable extension of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

Date: October 15, 2019



Thomas Luca, Jr.

Plaintiff and Proposed Class Representative

Marc Merriweather

*Authorized Representative for Wyndham
Hotel Group, LLC*

Gary F. Lynch

Carlson Lynch, LLP

*Counsel for Plaintiff and Proposed Co-Class
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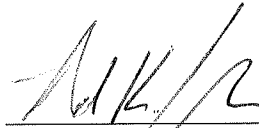
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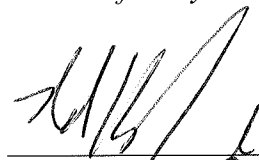
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