

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this 16th day of June, 2017, by and between Plaintiff Timothy Elder (the “Named Plaintiff”), on behalf of himself and the Settlement Class defined below, and Defendants Hilton Worldwide Holdings, Inc. and Hilton Grand Vacations Company, Inc. (collectively “Hilton”). For the purpose of this Agreement, the Named Plaintiff and Hilton are described collectively as the “Parties” to this Agreement, and Hilton, Blackhawk Engagement Solutions, Inc. and Premier Getaways, Inc. collectively as “Defendants.” Subject to the preliminary and final court approval as described below, the Parties state and agree as follows:

To avoid the expense, risks and uncertainty of continued litigation, the Parties have agreed to settle the putative action, *Elder v. Hilton Worldwide Holdings, Inc., et al*, Case No. 3:16-cv-00278, hereinafter the “Action”) pending in the United States District Court for the Northern District of California. The Parties have reached agreement to resolve the Action as a result of arms-length negotiations between counsel for the Named Plaintiff and counsel for Hilton, including extensive discussions and formal mediation sessions. The Named Plaintiff and his counsel, believing that the claims have substantial merit, have determined that this Settlement Agreement is fair, reasonable, adequate and in the best interests of Named Plaintiff and the putative Settlement Class. Hilton, denying wrongdoing of any nature and without admitting liability, has agreed to the terms of this Settlement Agreement to address claims brought by Hilton customers, and to avoid the burdens of continuing discovery expenses and litigation.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

Definitions

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement:

1. "Class Counsel" means:

L. Timothy Fisher
BURSOR & FISHER, P.A.
1990 North California Boulevard, Suite 940
Walnut Creek, CA 94596
Telephone: (925) 300-4455
Facsimile: (925) 407-2700
E-Mail: ltfisher@bursor.com

Jana Eisinger
LAW OFFICE OF JANA EISINGER, PLLC
4610 South Ulster Street, Suite 150
Denver, CO 80237
Telephone: (303) 209-0266
Facsimile: (303) 353-0786
E-Mail: jeisinger@eisingerlawfirm.com

2. "Class Period" means the period from January 15, 2012, through February 28, 2014.
3. "Court" means the United States District Court for the Northern District of California.
4. "Effective Date" means the date on which the Final Approval Order is entered, is no longer subject to review by any court, and has not been reversed.
5. "Final Approval" means the date that the Court enters an order and judgment granting final approval to the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of the incentive awards to Plaintiffs. In the event that the Court issues separate orders addressing the foregoing matters, then Final

Approval means the date of the last of such orders. “Preliminary Approval” means the date Preliminary Approval of the Settlement is granted.

6. “Final Approval Hearing” means the hearing set pursuant to Section IX hereof.
7. “Final Approval Order” means the order and judgment that the Court enters upon Final Approval. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then Final Approval Order includes all such orders.
8. “Notice” means the notices of proposed class action settlement that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement.
9. “Notice Program” means the method provided for in this Agreement for giving Notice to members of the Settlement Class.
10. “Opt-Out Period” means the period that begins the day after the earliest date on which the Notice is first emailed, mailed, or published and that ends on the date set by the Court. The deadline for the Opt-Out Period will be specified in the Notice, subject to Court approval.
11. “Settlement” means the terms specified by this Agreement.
12. “Settlement Administrator” means the firm selected and approved by Class Counsel to manage the notice and administration process. The Settlement Administrator shall be subject to approval by the Court.
13. “Settlement Consideration” means the value that Defendants must provide to fund the Settlement as further described herein.

Certification of the Settlement Class

14. For settlement purposes only, the Parties agree to ask the Court to certify the following “Settlement Class” under Rule 23(b)(3) of the Federal Rules of Civil Procedure:

All persons in the United States who received a “Spend a Night on Us” (“SANU”) certificate from Hilton that stated it was valid for a rebate for a completed stay at “any Hilton Hotel,” and that Hilton refused to honor the rebate, based solely on the brand of Hilton hotel that the certificate holder had stayed at, during the period from January 15, 2012 through February 28, 2014.

Settlement Consideration

15. In consideration for the releases provided herein, and subject to Court approval, Hilton will provide members of the Settlement Class (“Settlement Class Members”) who had previously received a \$200 SANU certificate with a new SANU certificate valid for a rebate of up to \$100 toward a stay at their choice of one of the following Hilton brand properties: (1) Hilton Hotel; (2) DoubleTree Hotel; (3) Embassy Suites; (4) Hilton Garden Hotel; (5) Hampton Inn; or (6) Homewood Suites. Settlement Class Members who had previously received a \$100 SANU certificate shall receive a new SANU certificate valid for a rebate of up to \$50 toward a stay at their choice of one of the following Hilton brand properties: (1) Hilton Hotel; (2) DoubleTree Hotel; (3) Embassy Suites; (4) Hilton Garden Hotel; (5) Hampton Inn; or (6) Homewood Suites. The new SANU certificate shall be available for use by any Settlement Class Member for two years from the date of issuance of the new SANU certificate. The certificate will be provided to Settlement Class Members with the Court-approved notice, by the Court-approved settlement administrator.
16. Hilton has received records from Blackhawk that identify approximately 10,021 Settlement Class Members. Hilton has agreed that the parties shall work cooperatively to

verify and precisely determine the number of Settlement Class Members prior to submission of the motion for preliminary approval of the Settlement. Hilton and Plaintiff further agree that verification of the class size of approximately 10,021 Settlement Class Members is a material term of the Settlement.

17. Hilton shall agree to compensation of the Settlement Class as set forth in Paragraph 15, payment of all costs of administration, of the Settlement, payment of attorney's fees and costs, as approved by the Court, up to a cap of \$310,000, and payment of incentive awards to the Named Plaintiff in the amount of \$5,000.

Settlement Approval

18. By no later than June 16, 2017, Class Counsel will move the Court for an order granting preliminary approval of this Settlement.
19. Class Counsel will move the Court for an order granting final approval of this Settlement and awarding attorneys' fees, costs, and incentive awards prior to any deadline set by the Court.
20. Hilton will support Class Counsel's motion for Preliminary Approval and motion for Final Approval.

Discovery

21. Hilton will cooperate with Class Counsel by making relevant data available to Class Counsel and the Settlement Administrator as may be reasonably required to support the Settlement, and to facilitate the provision of Notice and the distribution of the Settlement Amount.

Settlement Administrator

22. With the consent of Class Counsel, Hilton has selected Dahl Administration LLC as Notice provider and Settlement Administrator. Dahl Administration LLC shall administer various aspects of the Settlement as described in the next paragraph hereafter and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, providing Email Notice to Settlement Class Members and distributing the SANU certificates and resulting rebates.
23. The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, are as follows:
 - a. Obtain from Hilton or elsewhere name and email and mailing address information for Settlement Class Members (to the extent it is available), and verify and update the addresses received, for the purpose of sending the Email Notice, and, where required, the Mail Notice, as appropriate, to Settlement Class Members;
 - b. Establish and maintain the Settlement Website;
 - c. Respond to any Settlement Class Member inquiries by mail or telephone;
 - d. Process all requests for exclusion from the Settlement Class;
 - e. Provide a report to Class Counsel and Defendants' Counsel that summarizes the number of requests for exclusion received and other pertinent information;
 - f. At Settlement Class Counsel's request in advance of the Final Approval Hearing, prepare an affidavit to submit to the Court that identifies each Settlement Class Member who timely and properly requested exclusion from the Settlement Class, and provide any other information required in support of Preliminary and Final Approval;

- g. To oversee the distribution of the new SANU certificates to Settlement Class Members and to provide class members with one opportunity to select a specific brand SANU of their choice. The Settlement Administrator shall initially distribute to each Settlement Class Member a new SANU certificate good for a rebate for a completed stay at the specific brand hotel at which the Settlement Class Member had stayed during the class period and for which the Settlement Class Member submitted their original SANU certificate but was denied. Each Settlement Class Member shall have one opportunity within the two-year expiration period to select a different brand certificate from among any of the following brands:(1) Hilton Hotel; (2) DoubleTree Hotel; (3) Embassy Suites; (4) Hilton Garden Hotel; (5) Hampton Inn; or (6) Homewood Suites. The Settlement Administrator shall accept requests to change the SANU brand certificates by telephone and by e-mail. The Settlement Administrator shall be responsible for distributing new certificates to those class members;
- h. Pay invoices, expenses and costs upon approval by Class Counsel and Hilton, as provided in this Agreement;
- i. Prepare and distribute CAFA notices, as required by law.

Notice to Settlement Class Members

- 24. With the motion for Preliminary Approval, Class Counsel will submit a proposed form of Notice and Notice Program that has been agreed to by Hilton, which identifies the Dahl Administration LLC as the Settlement Administrator who will be providing Notice to the Settlement Class and describes the plan for dissemination of Notice. The parties agree and expect that the Notice Program will include the following, subject to Court approval:

- a. the Settlement Administrator will email the short-form notice to those Settlement Class Members for whom Hilton has email addresses;
 - b. the Settlement Administrator will send the short-form notice on a postcard by United States mail to those Settlement Class Members for whom Hilton does not have email addresses or where the email address is invalid or undeliverable; and
 - c. the Settlement Administrator will post the long-form and short-form notice to a case-specific website that will include additional information about the lawsuit and the Court's pertinent orders.
25. The text and format of the notices will be mutually agreed to by the Parties, subject to approval by the Court. Notice shall be paid for by Hilton.
 26. Upon Preliminary Approval of the Settlement, the Settlement Administrator shall implement the Notice Program.
 27. The Notice shall include a procedure for Settlement Class Members to opt out of the Settlement Class. A Settlement Class Member may opt out of the Settlement Class at any time during the Opt-Out Period, which shall be identified by the Parties and approved by the Court. Any Settlement Class Member who does not timely and validly request to opt out shall be bound by the terms of this Agreement upon Final Approval.
 28. The Notice shall include a procedure for Settlement Class Members to object to the Settlement or any aspect of it. Objections to the Settlement must be mailed to the Clerk of the Court, Class Counsel, and Defendants' counsel (to the attention of undersigned counsel at the addresses indicated). For an objection to be considered by the Court, the objection must be received by the Court on or before the last day of the Opt-Out period, as specified in the Notice.

29. For an objection to be considered by the Court, the objection must also set forth (subject to approval by the Court):
 - a. the name of the Action;
 - b. the objector's full name, address and telephone number;
 - c. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
 - d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
 - e. documentation or attestation sufficient to establish membership in the Class;
 - f. copies of any other documents upon which the objection is based;
 - g. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
 - h. the identity of all counsel who will appear on behalf of the objector at the Final Approval Hearing;
 - i. a statement confirming whether the objector intends to personally appear at the Final Approval Hearing; and
 - j. the objector's signature (an attorney's signature is not sufficient).
30. The Settlement Administrator shall perform, to the extent practicable, reasonable address traces for all e-mailed notices that are undeliverable. The Settlement Administrator will make a reasonable effort to mail or re-e-mail notices to those Settlement Class Members whose new addresses were identified as of that time through address traces or otherwise.

31. Class Counsel and Defendants' Counsel will work together with the Settlement Administrator in good faith to facilitate the Notice Program and to address any issues that arise.

Final Approval Order and Judgment

32. The Plaintiffs' motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur.

Settlement Consideration

33. As noted above, Hilton is obligated to provide a new SANU certificate to each Settlement Class Member with the Court-approved Notice, with the stated value set forth in Paragraph 15.
34. Class Counsel's fees and costs, the costs of notice and administration, and the incentive awards for Plaintiff (as described in Paragraph 17) will all be paid by Hilton, subject to Court approval. Costs of notice and administration will be billed by the Settlement Administrator directly to Hilton, with a copy to Class Counsel, and will be paid by Hilton promptly upon billing.
35. The new SANU certificates to be issued to Settlement Class Members shall be available for use for two full years from the date of issuance. Settlement Class Members who elect to receive a SANU certificate of a brand other than the brand initially provided to them by the Administrator (as described in Paragraph 23.g) shall have that portion of time remaining on the two year period to use the replacement SANU certificate.
36. The SANU certificates shall be mailed by the Settlement Administrator to each Settlement Class Member by email or U.S. mail. If notice is received by email, the SANU certificate will be provided in the same manner. If the email address is

undeliverable, and mailed notice is required to be sent, the Settlement Administrator shall provide a copy of the SANU certificate by U.S. Mail. If mailed notice is returned as undeliverable, the Settlement Administrator shall seek to obtain a valid mailing address for the Settlement Class Member by utilizing the National Change of Address database and/or other similar resources and re-send the new SANU certificate if a new address is obtained.

37. The Parties shall prepare detailed redemption instructions that shall be published on the Settlement website, and that shall be clearly described in the Notices to be disseminated to Settlement Class Members. Hilton shall retain a database identifying the name, email address and physical address of each qualified Settlement Class Member and Hilton shall review any submitted SANU certificate against that database to verify that the SANU certificate is valid and that the individual is properly identified as a valid Settlement Class Member. Hilton shall provide an email address, fax number and physical mailing address for Settlement Class Members to redeem their SANU certificates. Settlement Class Members shall be permitted to email, mail or fax a copy of their SANU certificate for redemption. Settlement Class Members will also be able to submit SANU certificates and receipts for redemption via the website established by the Settlement Administrator. The redemption request must also include a copy of the receipt(s) or other proof of payment for a stay at any Hilton-brand hotel that qualifies for the refund as described in Paragraph 15. Hilton shall mail refund checks to Settlement Class Members within 20 days of receipt of the request for redemption. If a valid hotel receipt is not included with the SANU certificate, within 20 days of receipt of the redemption request, Hilton shall request that the Settlement Class Member provide a valid receipt to process the rebate

request. No otherwise valid redemption request will be rejected by Hilton without permitting the Settlement Class Member at least one opportunity to cure any deficiencies.

38. The Settlement Administrator will keep records of the amount and identity of Settlement Class Members who submit SANU certificates for redemption. These records shall be made available to Class Counsel within 30 days of Class Counsel's reasonable request for information concerning the number of redeemed SANU certificates. If the Settlement Administrator receives any SANU certificates for redemption that it intends to reject, for any reason, the Settlement Administrator shall advise Hilton and Class Counsel in writing of this intention, within twenty (20) days of receipt of the request for redemption, and Class Counsel shall be permitted an additional ten (10) days in which to meet and confer with Hilton regarding its intent to reject the SANU certificate. If Class Counsel disagrees with the Settlement Administrator's or Hilton's conclusion that the SANU certificate is invalid, and the Settlement Administrator or Hilton still intends to reject the SANU certificate, Hilton shall not object to Class Counsel bringing the matter to the Court's attention.

Releases

39. As of the Effective Date, and except as to such rights or claims as may be created by this Settlement, and in consideration for the settlement benefits described in this Settlement, Plaintiff and the Settlement Class fully release and discharge Defendants, and all their present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, affiliates, and successors, personal representatives, heirs and assigns, (together, the "Discharged Parties") from all claims, demands, actions, and causes of action of any kind or nature

whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Plaintiff or Settlement Class Members ever had, now have, may have, or hereafter can, shall or may ever have against the Discharged Parties in any other court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, arising from, or relating to the claims alleged in the Action. This release of claims specifically applies to Settlement Class Members and is not intended to release, and does not release, claims on behalf of putative class members who are excluded from the Settlement Class.

40. As of the Effective Date, Defendants, their affiliated companies and their officers, employees, directors, and agents shall be deemed to have released Plaintiff, the Settlement Class, and their attorneys and agents of and for all claims that were or could be brought against any of them arising from the bringing or conduct of this litigation or the bringing of the claims set forth in the Complaint and Amended Complaint filed by Plaintiffs.

Payment of Attorneys' Fees, Costs, and Incentive Awards

41. Hilton agrees not to oppose Class Counsel's motion for attorneys' fees, costs and expenses of up to \$310,000.

42. Within ten (10) business days of Final Approval, Hilton shall pay to Class Counsel all Court-approved attorneys' fees, costs, and expenses of Class Counsel, and the incentive award for Plaintiff Elder.
43. In addition to the incentive award, Plaintiff Elder shall be entitled to receive a SANU certificate, pursuant to the terms set forth herein for all Settlement Class Members.
44. The Parties negotiated and reached final agreement regarding attorneys' fees, costs, and incentive awards after reaching agreement on all other material terms of this Settlement.
45. The Settlement is not conditioned upon approval of any set amount for attorney's fees. Class Counsel will separately file a motion for attorney's fees and costs in conjunction with the motion for Final Approval of the Settlement.

No Admission of Liability

46. This Agreement represents a settlement of disputed claims. It is not, and shall not be construed to be, an admission of any liability or wrongdoing.
47. Class Counsel believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement; the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation; and the likelihood of success on the merits of the Action. Class Counsel have fully investigated the facts and law relevant to the merits of the claims and have conducted independent investigation of the allegations in the Amended Complaint. Class Counsel have concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the members of the Settlement Class.
48. Hilton expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and believes that its sale, marketing, and advertising of

SANU certificates has always been truthful and not deceptive. Hilton further contends that, for any purpose other than settlement, this Action is not appropriate for class treatment. Hilton does not admit or concede any actual or potential fault, wrongdoing, or liability concerning or relating to the allegations in the Action.

49. Hilton and Hilton's counsel recognize the expense and length of continued proceedings necessary to continue the Action through trial and through possible appeals. Hilton also recognizes that the expense and time spent pursuing this Action has and will further detract from resources that may be used to run Hilton's business. Hilton has determined that the settlement is fair, adequate, and reasonable. This Agreement or the existence of this settlement shall not be used or cited in any proceeding other than in support of Preliminary and Final Approval of this Settlement.

Miscellaneous Provisions

50. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.
51. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the releasing parties and the Discharged Parties. The Parties will not appeal any ruling in this case apart from rulings relating to this Settlement Agreement.
52. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement. This obligation of the Parties to support and complete the Settlement

shall remain in full force and effect, regardless of events that may occur, or court decisions that may be issued in this case or in any other case in any court.

53. Obligation To Meet And Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.
54. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof, and specifically incorporates and replaces the Settlement Term Sheet previously agreed to by the Parties. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.
55. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.
56. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, without regard to the principles thereof regarding choice of law, except to the extent federal law controls the issue in dispute.
57. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.
58. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit,

action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. The Parties agree that any suit, action, proceeding or dispute arising out of or relating to this Agreement shall be decided by the Court alone, and the Parties waive any and all right to trial by jury. As part of their respective agreements to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

59. Class Counsel Signatories. It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each member of the class execute this Agreement. The Notice Plan set forth herein will advise Settlement Class Members of all material terms of this Settlement, including the binding nature of the Releases and such shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

60. Notices. All notices to Class Counsel provided for herein shall be sent by e-mail with a hard copy sent by overnight mail to Class Counsel at the address in Definition 1.

All notices to Hilton, provided for herein, shall be sent by e-mail with a hard copy sent by overnight mail to:

Angela C. Agrusa
Liner LLP
1100 Glendon Avenue, 14th Floor
Los Angeles, CA 90024-3518

aagrusa@linerlaw.com
Fax: 310.500-3501

The notice recipients and addresses designated above may be changed by written notice.

Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

61. Modification and Amendment. This Agreement may be amended or modified only by a written instrument signed by counsel for Hilton and Class Counsel and, if the Settlement has been approved preliminarily by the Court, approval by the Court.
62. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.
63. Authority. Class Counsel (for the Plaintiffs), and counsel for Hilton (for Hilton), represent and warrant that the persons signing this Agreement on behalf of their clients have full power and authority to bind every person, partnership, corporation or entity included within the definitions of Plaintiffs and Hilton to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

Dated: June 12, 2017

Tim Elder

Timothy Elder
Plaintiff

Dated: _____

Defendant Hilton Worldwide Holdings, Inc.

Dated: _____

Defendant Hilton Grand Vacations Company, Inc.

Approved as to Form:

Dated: June 12, 2017

LAW OFFICE OF JANA EISINGER, PLLC

Jana Eisinger

Jana Eisinger
Class Counsel

Dated: June 9, 2017

BURSOR & FISHER, P.A.

L. Timothy Fisher

L. Timothy Fisher
Class Counsel

Dated: _____

LINER LLP

Angela C. Agrusa
Hilton's Counsel

Dated: _____

Timothy Elder
Plaintiff

Dated: 6/15/17

Defendant Hilton Worldwide Holdings, Inc.

Dated: 6.9.17

Defendant Hilton Grand Vacations Company, Inc.

Approved as to Form:

Dated: _____

LAW OFFICE OF JANA EISINGER, PLLC

Jana Eisinger
Class Counsel

Dated: _____

BURSOR & FISHER, P.A.

L. Timothy Fisher
Class Counsel

Dated: 6/16/17

LINER LLP

Angela C. Agrusa *David B. Forbes*
Hilton's Counsel