

Important Legal Document:

You may get Money from a Class Action Settlement; your prompt reply to correct a Bad address is required.



<<Name 1>>
<<Name 2>>
<<Name 3>>
<<Name 4>>
<<Address 1>>
<<Address 2>>
<<City>> <<State>> <<Zip 10>>
<<CountryName>>

CHANGE OF ADDRESS FORM

United States District Court, Southern District of California
McGrath, et al. vs. Wyndham Resort Development Corporation, et al.
Case No. 15-CV-1631-JM-KSC

I wish to change my name and/or mailing address and/or other contact information to the following:

Name: _____

Former Name (if applicable): _____

Street and Apt. No., if any: _____

City: _____ State: _____ Zip Code: _____

Telephone(s): (Home): (_____) _____ - _____ ;

(Cell): (_____) _____ - _____

Email: _____

I understand all future correspondence in this Lawsuit, including important notices or Settlement Payments, will be sent to the address shown above and not to the address previously used. I hereby request and consent to the use of the address listed above for these purposes.

Submitted by:

Signature: _____ DATED: _____ / _____ / 2017

Print Name: _____

PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED VIA UNITED STATES FIRST-CLASS MAIL TO:

McGrath v. Wyndham Class Action Settlement Administrator
c/o Rust Consulting, Inc. - 5797
P. O. Box 2396
Faribault, MN 55021-9096

YOU MAY ALSO RETURN BY FACSIMILE TO: 1-866-645-5839



United States District Court, Southern District of California
McGrath, et al. vs. Wyndham Resort Development Corporation, et al.
Case No. 15-CV-1631-JM-KSC

*A federal court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former California Sales Representatives of Wyndham Resort Development Corporation, Wyndham Vacation Ownership, Inc., Wyndham Worldwide Operations, Inc. or Wyndham Vacation Resorts (“Wyndham”) paid commissions at any time during the period from June 16, 2011 through July 11, 2017 (the “Class” or “Settlement Class”).

**CLASS MEMBERS ARE ELIGIBLE TO RECEIVE A PAYMENT
FROM THE CLASS ACTION SETTLEMENT DESCRIBED IN THIS NOTICE**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive your Settlement Payment, you do not need to do anything. Your payment will be mailed to you, automatically, after the Court grants final approval to the Settlement. [<i>You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>]
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Administrator to ensure your check is sent to the correct address. (A Change of Address Form and return envelope are enclosed with this Notice for your convenience.)
EXCLUDE YOURSELF	You may exclude yourself (opt out) of the Settlement, if you do not wish to participate in the Settlement. If you opt out, you will not receive any payment under the Settlement. This is the only option that allows you to pursue your own claims (in your own lawsuit) against Wyndham about the legal claims in this case.
OBJECT	Write to the Court if you think the Settlement is not fair.
GO TO A HEARING	Ask to speak in Court about why you think the Settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **WYNDHAM SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE IN ANY WAY AGAINST ANY CLASS MEMBER WHO STAYS IN THE CLASS AND RECEIVES A SETTLEMENT PAYMENT CHECK.**

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BASIC INFORMATION

1. Why did I get this notice packet?

Wyndham records identify you as a commissioned Sales Representative in California sometime from June 16, 2011 through July 11, 2017 (the “Settlement Class” or “the Class”).

A Court authorized this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve it. This notice explains the lawsuit, the Settlement, your legal rights, the benefits that are available, who is eligible to receive them, and how to get them.

Honorable Jeffrey T. Miller of the United States District Court for the Southern District of California, (“Court”) is overseeing this class action. The case is known as *McGrath, et al., vs. Wyndham Resort Development Corporation, Wyndham Vacation Ownership, Inc. and Wyndham Worldwide Operations, Inc.*, Case No. 15-CV-1631-JM-KSC (“Action” or “Lawsuit”).

There was a hearing held on August 7, 2017, and the Court preliminarily approved the Settlement Class and directed you to receive this Notice. The Court will hold a Final Approval hearing on January 22, 2018 at 10:00 a.m., in Courtroom 5D, Fifth Floor, of the Court located at 221 West Broadway, San Diego, California 92101. The Final Approval Hearing may be continued to another date without further notice.

2. What is this Lawsuit about?

The Lawsuit claims Wyndham failed to: pay commissioned Sales Representatives for all time worked in violation of California Labor Code §§1194 and 1197; pay overtime in violation of California Labor Code §510; provide compliant meal or rest breaks or compensation in lieu of those breaks in violation of Labor Code §§ 226.7 and 512 and the applicable Industrial Welfare Commission Wage Orders; pay all wages due at the termination of employment in violation of Labor Code §§ 201 and 202; reimburse business expenses in violation of Labor Code § 2802; provide accurate itemized wage statements in violation of Labor Code § 226; and, violated the California Unfair Business Practices Act.

Wyndham denies all allegations in the Lawsuit and contends it complied with the California Labor Code and applicable Industrial Welfare Commission Wage Orders. The Settlement is not an admission of any wrongdoing by Wyndham or an indication any law was violated. In April 2017, the Parties reached a Settlement subject to Court approval (the “Settlement Agreement”).

3. What is a class action?

In a class action, one or more people called, “Class Representatives” (in this case, Michelle McGrath and Veronica O’Boy), sue on behalf of themselves and other people who they believe have similar claims. The group of people with similar claims is called a “Class.” Each person covered by the class definition is a “Class Member.” One court resolves the issues for all Class Members, except for those who opt out of the Settlement by requesting exclusion. United States District Court Judge Jeffrey T. Miller is presiding over this class action.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs Michelle McGrath and Veronica O’Boy or Defendants, Wyndham Resort Development Corporation, Wyndham Vacation Ownership, Inc., Wyndham Worldwide Operations, Inc. or Wyndham Vacation Resorts, Inc. There was no trial. Instead, both sides agreed to a settlement of the Lawsuit (“Settlement”).

5. Who are the Parties in this Lawsuit; how many people are in the Class?

Plaintiff Michelle McGrath was employed by Wyndham as a commissioned Sales Representative in San Diego County in 2013. Plaintiff Veronica O’Boy, was likewise employed by Wyndham in Sonoma County in 2014.

Wyndham Resort Development Corporation, Wyndham Vacation Ownership, Inc., Wyndham Worldwide Operations, Inc. and Wyndham Vacation Resorts, Inc. are the Defendants.

There are an estimated 2,083 individuals in the Class who have aggregate of an estimated 84,425 weeks worked during the Class Period.

6. Who are the Attorneys for the Parties?

Counsel for Plaintiffs and the Class	Counsel for Wyndham Defendants
COHELAN KHOURY & SINGER Isam C. Khoury / Diana M. Khoury / Jeff Geraci 605 "C" Street, Suite 200 San Diego, CA 92101-5305 Telephone: 619-595-3001 FARNAES & LUCIO, APC Malte L.L. Farnaes / Christina M. Lucio/Mitch Murray 2235 Encinitas Blvd., Suite 210 Encinitas, CA 92024 Telephone: 760-942-9432	BAKER & HOSTETLER, LLP Sabrina L. Shadi Shareef S. Farag 11601 Wilshire Blvd., Suite 1400 Los Angeles, CA 90025-0509

If you have questions about the Settlement, contact Counsel for Plaintiff and the Class or the Settlement Administrator. Do not contact Wyndham's managers or attorneys to discuss the Settlement.

THE TERMS OF THE SETTLEMENT

7. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of \$7,250,000 (referred to as the "Gross Settlement Amount" or "GSA"). Class Counsel will apply to the Court for attorneys' fees of up to one-third of the GSA, \$2,416,666.67, and litigation costs estimated at \$20,000; Class Representative service payments of \$10,000 to Ms. McGrath, and \$7,500 to Ms. O'Boy, as compensation for their work and effort in prosecuting this case, for undertaking the risks of payment of costs in the event of an unsuccessful outcome of this Lawsuit, and releasing all of their claims; and settlement administration expenses to Rust Consulting, Inc., estimated to be up to \$30,000. The exact amount of attorneys' fees, litigation costs, Class Representative service payments, and Settlement administration expenses will be determined by the Court at the Final Approval hearing. The remaining portion of the GSA, the "Net Settlement Amount" or "NSA," is estimated to be **\$4,765,833.33**. The NSA will be paid entirely to all Class Members who do not request to be excluded ("opt out") of the Settlement. **A claim form is not required.** Any portion of the NSA associated with a Class Member who chooses to opt out of the Settlement will be paid to Class Members who participate in the Settlement. In other words, the entire amount of the NSA will be paid to Class Members who remain in the Class.

8. How will the Settlement Payments be calculated?

Class Members who do not opt out of the Settlement will receive their share of the NSA based on the number of weeks worked for Wyndham in California at any time during the period from June 16, 2011 through July 11, 2017, ("Class Period"). The amount paid to each Class Member will be based on (a) the individual Class Member's total number of weeks worked during the Class Period, (b) divided by the total number of weeks worked by all participating members of the Class during the Class Period (c) multiplied by the Net Settlement Amount. Based on this formula, you may expect to receive an estimated \$56.45 for each week worked during the Class Period. Under the Settlement terms, the Settlement Payments are characterized as 20% wages (subject to payroll deductions), for which an IRS Form W-2 will be issued; 35% penalties and 35% interest for which IRS Forms 1099 will be issued; and 10% reimbursement of business expenses. Class Members are responsible for paying taxes due, if any.

9. How much will my Settlement Payment be?

Wyndham's records show you were employed from <<StartDate>> and <<EndDate>>. During the period June 16, 2011 through July 11, 2017, you worked <<WorkWeeks>> weeks and a Settlement check estimated to be \$<<EstimatedAward>> will be issued and mailed to you. The actual amount you receive may be slightly more or less than the estimated amount.

HOW TO GET A PAYMENT

10. How can I get my Settlement Payment?

If you do nothing, you will automatically receive your Settlement Payment after the Court approves the Settlement at a Final Approval Hearing. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this form is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Your Settlement Payment will be mailed to the last known address it has on file for you.** A Change of Address form and a preprinted return envelope are enclosed for your convenience. You may return it by mail or by toll-free fax: 1-866-645-5839. It is strongly recommended you keep a copy of the Change of Address form until you receive your Settlement Payment. Settlement Payment checks should be deposited soon after receipt. Checks uncashed after 120 days will be forwarded to California's Industrial Relations Unpaid Wage Fund for further handling.

11. What if my number of Work Weeks is wrong?

If you believe the dates of employment or the number of Work Weeks is wrong, you may send a letter to the Settlement Administrator indicating what you believe are the right dates. Your letter must be postmarked or returned by fax to 1-866-645-5839 on or before November 13, 2017. You should include any documents or other information which supports what you believe to be the correct dates of employment or number of weeks worked during the Class Period. The Settlement Administrator will resolve any dispute regarding the dates of employment, or number of weeks you worked during the Class Period based on Wyndham's records and any information you provide. The dates of employment and number of weeks worked supplied by Wyndham will be presumed correct unless you supply records showing different dates of employment.

12. When can I expect to receive my Settlement Payment?

If you do not exclude yourself from the Settlement, your share of the Settlement will be mailed to you approximately 45 days after the Court grants final approval of the Settlement. ***Your share of the Settlement will be mailed to the address on file for you.*** For your convenience, a pre-printed return envelope is enclosed for the return of the enclosed Change of Address form if your address is different than the address to which this Notice was mailed. You may also call the Settlement Administrator at 1-877-456-1101. Please do not telephone or contact the Court for information about this Settlement.

13. What am I giving up to get a Settlement Payment?

Unless you exclude yourself, you are staying in the Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against Wyndham about the legal issues in this case. Specifically, you will be giving up or "releasing" the claims described below:

Release of Claims: After the Court has approved the Settlement, each Settlement Class member who has not submitted a timely and valid request to opt out of the Settlement will be bound by the approval and judgment and will fully release and discharge Wyndham and the Released Parties ('Releasees'), from all applicable wage and hour claims, rights, demands, liabilities, penalties, fines, debts and causes of action of every nature and description, whether known or unknown, arising from or related to the claims pled in the Plaintiffs' complaints filed in the Actions or that could have been pled in the Plaintiffs' complaints in the Actions or in the Amended Consolidated Complaint, including but not limited to claims based on California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 2802, California Code of Regulations, Title 8 Section 11000 et seq., the applicable Industrial Welfare Commission (IWC) Wage Orders, including 7-2001, Business & Professions Code section 17200-17208 or any related damages, penalties, restitution, disgorgement, interest or attorneys' fees ("Released Claims").

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

If you wish to pursue a separate lawsuit, with a separate attorney at your own expense, or do not want to participate in the Settlement for other reasons, you should exclude yourself from this case (that is, "opt out" of the Settlement). To opt out and exclude yourself from the case, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must state in substance:

“I wish to opt out of the class action Lawsuit and Settlement entitled *McGrath, et al. vs. Wyndham Resort Development Corporation, et al.* Case No. 15-CV-1631-JM-KSC filed in the United States District Court for the Southern District of California. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in this Notice.”

The opt out request letter must include the case name, case number, your full name, current address, and last four digits of your social security number, signed by you, and must be postmarked and mailed to the Settlement Administrator at the following address (or in the enclosed envelope) on or before November 13, 2017. You may also return it by faxing to 866-645-5839. Opt out requests postmarked after this date may be disregarded.

McGrath v. Wyndham Class Action Settlement Administrator
c/o Rust Consulting, Inc. - 5797
P. O. Box 2396
Faribault, MN 55021-9096

15. If I don't exclude myself, can I sue Wyndham for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Wyndham for the claims that this Settlement resolves. *If you have a claim or lawsuit already against Wyndham, you must speak to your lawyer in that case immediately.* You may need to exclude yourself from the Settlement and this Lawsuit to continue your own lawsuit. Remember, the deadline to opt out is November 13, 2017.

16. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you will not receive a Settlement Payment. The Settlement Payment that you would have been entitled to receive will be redistributed to Participating Class Members. No portion of the Settlement monies will go back to Wyndham as a result of a request to be excluded.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I don't like the Settlement?

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you must send a Notice of Objection Letter saying that you object to *McGrath, et al. vs. Wyndham Resort Development Corporation, et al.* Case No. 15-CV-1631-JM-KSC proposed settlement. The Letter must include your name, address, your signature, and the specific reasons you object to the terms of the Settlement. Mail the objection to the addresses listed below postmarked on or before November 13, 2017.

CLERK OF THE COURT
United States District Court
Southern District of California
221 West Broadway,
San Diego, CA 92101

COHELAN KHOURY & SINGER
Isam C. Khoury/Diana M Khoury / Jeff Geraci
605 "C" Street, Suite 200
San Diego, CA 92101-5305

BAKER & HOSTETLER, LLP
Sabrina L. Shadi
Shareef S. Farag
11601 Wilshire Blvd., Suite 1400
Los Angeles, CA 90025-0509
FARNAES & LUCIO, APC
Malte L.L. Farnaes / Christina M. Lucio
2235 Encinitas Blvd., Suite 210
Encinitas, CA 92024

If you wish to speak at the Final Approval hearing, you will also need to send a "Notice of Intention to Appear" at the same time you send your objection letter. See Paragraph 21, below.

18. What's the difference between objecting and opting out of the case?

Objecting is simply telling the Court you don't like something about the Settlement. You may object only if you stay in the Class. Requesting to be excluded or opting out of the case is telling the Court that you don't want to be part of the Class and the Settlement. If you opt out of the case, you have no basis to object because the case no longer affects you.

If you object to any of the terms of the Settlement, the Court will consider your objections when deciding whether to grant Final Approval to the Settlement.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval hearing in Courtroom 5D of the United States District Court for the Southern District of California located at 221 West Broadway, San Diego, California 92101 on January 22, 2018 at 10:00 a.m. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative service payments, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has filed a Notice of Intention to Appear at the Final Fairness hearing will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness hearing.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. If you mailed a Notice of Objection Letter to the Court and the Attorneys for the Parties, you don't have to come to Court to talk about it. As long as you mailed your written objection to those shown in Paragraph 17, the Court will consider it. You may also hire and pay your own lawyer to attend if you desire.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval hearing. To do so, you must send a letter saying it is your "Notice of Intention to Appear" in the *McGrath, et al. vs. Wyndham Resort Development Corporation, et al.* Case No. 15-CV-1631-JM-KSC matter. Be sure to include your name, address, and signature. Your Notice of Intention to Appear must be postmarked on or before November 13, 2017 and be sent to the Clerk of the Court, and to Counsel for the Parties at the addresses shown in Paragraph 17, above. (You cannot speak at the hearing if you excluded yourself from the Settlement.)

GETTING MORE INFORMATION

22. Who may I contact if I have questions about the Settlement?

You may contact Counsel for Plaintiffs and the Class at the contact information listed above in Paragraph 6 if you have any questions about the Settlement. You may also contact the court-appointed Settlement Administrator by calling toll free 1-877-456-1101, or you may write to *McGrath, et al. vs. Wyndham Resort Development Corporation, et al.* Class Action Settlement Administrator at the address shown above in paragraph 17. You may also go to the website and view the frequently answered questions and relevant court documents at www.CATimeShareCommissionSalesSettlement.com

PLEASE DO NOT CONTACT THE JUDGE OR CLERK OF THE COURT TO DISCUSS THE CASE OR SETTLEMENT OR TO WYNDHAM'S MANAGERS OR ATTORNEYS.

ADDITIONAL IMPORTANT INFORMATION

- A. **Wyndham supports the Settlement** and will not retaliate in any way against any Class Member who stays in the Class and receives a Settlement Payment, or requests to be excluded from the case and Settlement.
- B. **It is your responsibility to ensure the Settlement Administrator** has your current mailing address and telephone number on file, as this will be the address to which your Settlement Payment will be mailed.
- C. **Settlement Payment checks must be cashed soon after receipt.** An amount of money equal to the checks which remain uncashed after 120 days of the date of issuance will be forwarded to the California Industrial Relations Unpaid Wage for further handling. If your check is lost or misplaced, you should immediately contact the Settlement Administrator to request a replacement.