

If you paid a Resort Fee at a Wyndham-affiliated Hotel in the United States that was booked using a Wyndham Hotel Website, you could get a \$22 payment or 2,200 Wyndham Rewards points from a class action settlement.

Hotel stay must have occurred between June 6, 2010 and October 18, 2019.

A federal court has authorized this notice. This is not a solicitation from a lawyer. Please read this notice carefully and in its entirety. To claim a cash award, you must submit a valid claim form by **March 16, 2020**.

- A settlement has been reached with Wyndham Hotels in a class action lawsuit regarding the disclosure of Resort Fees on wyndham.com, wyndhamhotels.com, wyndhamhotelgroup.com, and any other Wyndham Hotels-owned website (the “Wyndham Hotel Websites”).
- As part of the settlement, Wyndham Hotels has agreed to provide cash payments or Wyndham Rewards points to eligible guests who reside in the United States and (1) booked a room at a Wyndham-affiliated Hotel in the United States using the Wyndham Hotel Websites; (2) completed their stay between June 6, 2010 and October 18, 2019; and (3) paid a Resort Fee. For purposes of the settlement, the United States includes all fifty states, the District of Columbia, Puerto Rico, the United States Virgin Islands, and other United States territories.
- The settlement does not include guests who booked a room by telephone, in person, through a third-party website, such as Expedia.com, Travelocity.com, or Hotels.com, through a group booking, or using any channel or website other than the Wyndham Hotel Websites. The Settlement also does not include guests who already received a waiver, refund or credit of all Resort Fees charged in connection with all reservations made using the Wyndham Hotel Websites.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM BY MARCH 16, 2020	If you submit a valid claim form, you will receive a \$22.00 cash payment and will give up the right to sue Wyndham Hotels or any of the Released Parties in a separate lawsuit about the legal claims this settlement resolves.
EXCLUDE YOURSELF BY JANUARY 6, 2020	If you exclude yourself from this settlement, you will retain the right to sue Wyndham Hotels and the Released Parties in a separate lawsuit about the legal claims this settlement resolves. However, you will not receive a cash payment or Wyndham Rewards points as part of the settlement.
OBJECT BY JANUARY 22, 2020	If you do not exclude yourself from the settlement, you may object to it by writing to the Court about why you don’t like the settlement. If you object, you may also file a claim for a cash payment.
ATTEND A HEARING ON FEBRUARY 21, 2020 AT 1:30 P.M.	You may object to the settlement and ask the Court for permission to speak at a final approval hearing about your objection.
DO NOTHING	If you do nothing, you will receive a redemption code for 2,200 Wyndham Rewards points, and you will give up the right to sue, continue to sue, or be part of another lawsuit against Wyndham Hotels or the Released Parties about the claims resolved by this settlement.

- These rights and options, and the deadlines to exercise them, are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement.

Questions? Go to www.2019resortfeesettlement.com or call 1-855-263-1090

BASIC INFORMATION ABOUT THIS NOTICE AND THE SETTLEMENT

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about the proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who can get them.

Chief Judge Mark R. Hornak of the United States District Court for the Western District of Pennsylvania is overseeing this class action. The case is known as *Luca v. Wyndham Hotel Group, LLC*, Case No. 16-cv-746-MRH, and is sometimes called the “*Luca Action*” in this notice. The person who sued, Thomas Luca, Jr., is called the Plaintiff. The companies Plaintiff sued, Wyndham Hotel Group, LLC and Wyndham Hotels and Resorts, LLC are the Defendants.

2. What is this lawsuit about?

In a class action, one or more people, called plaintiffs, sue on behalf of themselves and everyone else who could make similar claims. The Plaintiff in this case alleges that Wyndham Hotels failed to properly disclose Resort Fees to guests who booked a room at a Wyndham-affiliated Hotel using the Wyndham Hotel Websites. Wyndham Hotels denies Plaintiff’s claims and believes that its Resort Fees were properly disclosed on the Wyndham Hotel Websites and comply with all applicable laws.

3. Why is there a Settlement?

After approximately three years of litigation, the Plaintiff and Wyndham Hotels have agreed to this Settlement. A settlement is an agreement between a plaintiff and a defendant to resolve a lawsuit. A settlement resolves the lawsuit without the court or a jury having to decide in favor of the plaintiff or the defendant. A settlement allows the parties to avoid the cost and risk of a trial, as well as the delays of litigation.

4. How do I know if I am part of the Settlement?

You are part of the Settlement as a “Settlement Class Member” if you reside in the United States (including the District of Columbia, Puerto Rico, the United States Virgin Islands, and other United States territories) and:

- 1) booked a room at a Wyndham-affiliated Hotel in the United States using the Wyndham Hotel Websites;
- 2) completed your stay between June 6, 2010 and October 18, 2019; and
- 3) paid a Resort Fee.

A Resort Fee includes any mandatory resort fee, service charge, hotel service fee, resort service fee, or facility fee. It 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.

Wyndham-affiliated Hotels means any lodging establishment located in the United States (including the District of Columbia, Puerto Rico, the United States Virgin Islands, and other United States territories) that is available for booking on the Wyndham Hotel Websites and is owned, operated, managed, or franchised by Wyndham Hotels or any of its subsidiaries or affiliates, or owned, operated, or managed by Wyndham Destinations, Inc., or any of its subsidiaries or affiliates, including properties branded as Wyndham Grand, Wyndham, Wingate, Wyndham Garden, Dolce Hotels and Resorts, Tryp, Trademark Collection, La Quinta, AmericInn, Ramada, Baymont, Microtel, Days Inn, Super 8, Howard Johnson, Travelodge, and Hawthorn Suites.

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.

5. Are there exceptions to being part of the Settlement?

Yes, the settlement does not include guests who booked a room by telephone, in person, through a third-party website such as Expedia.com, Travelocity.com, or Hotels.com, through a group booking, or using any channel or website other than the Wyndham Hotel Websites. It also does not include guests who (a) received a refund, waiver, or credit of all Resort Fees charged in connection with all reservations made using the Wyndham Hotel Websites, (b) reside outside of the fifty United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, and other United States territories, or (c) paid a Resort Fee at a Wyndham-affiliated Hotel located outside of the fifty United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, and other United States territories.

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

6. What does the Settlement provide?

Under the Settlement, Wyndham Hotels will contribute cash and Wyndham Rewards points for the benefit of the class identified above.

Eligible Settlement Class Members who submit a timely and valid claim form will receive a cash award of \$22.00.

Eligible Settlement Class Members who do not submit a timely and valid claim form will receive a non-transferable award of 2,200 points in the Wyndham Rewards loyalty program, which can be redeemed for a \$25.00 Restaurant.com gift card or combined with other Wyndham Rewards points for additional redemption options, including hotel stays, merchandise, and airline miles.

You can receive only one cash payment of \$22.00 or one award of 2,200 Wyndham Rewards points, but not both, regardless of how many Resort Fees you paid.

In addition, Wyndham Hotels will pay the costs of providing notice to the class and the costs of administering the claims process. Wyndham Hotels will also pay an incentive award to the Plaintiff, Thomas Luca, Jr., and fees and costs to Class Counsel, as approved by the Court.

7. How do I get a cash payment from the Settlement?

To receive a cash payment, you must complete and submit a claim form postmarked by **March 16, 2020**. Claim forms may be submitted online at www.2019resortfeesettlement.com or by mail. Claim forms are available at the website, by sending an email to admin@2019resortfeesettlement.com, calling 1-855-263-1090, or by writing to the Settlement Administrator at *Luca v. Wyndham Hotel Group, LLC* Settlement Administrator, c/o KCC Class Action Services, P.O. Box 43237, Providence, RI 02940-3237.

8. How do I get Wyndham Rewards points from the Settlement?

If you received notice by email or postcard, and you do *not* submit a claim form, you will automatically receive a non-transferable redemption code good for 2,200 Wyndham Rewards points. Points can be redeemed for a \$25.00 Restaurant.com gift card or combined with other Wyndham Rewards points for additional redemption options, including hotel stays, merchandise, and airline miles. If you are not currently a Wyndham Rewards member, you will need to sign up for Wyndham Rewards to use the redemption code. Information about signing up for the Wyndham Rewards program will be included with your redemption code.

If you did not receive notice by email or postcard, you cannot receive Wyndham Rewards points from the Settlement.

9. When would I get my cash payment or Wyndham Rewards points?

The Court will hold a hearing on February 21, 2020 to decide whether to grant final approval of the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and if so, how long it will take to resolve them. Settlement payments and points will be distributed as soon as possible, only if, and when, the Court grants final approval of the Settlement and after any appeals are resolved.

Questions? Go to www.2019resortfeesettlement.com or call 1-855-263-1090

10. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class and you will be a Settlement Class Member. That means you cannot sue, continue to sue, or be part of any other lawsuit against Wyndham Hotels or any of the Released Parties regarding the claims that are the subject of the Settlement. If the Settlement is approved and becomes final and not subject to appeal, then you and all Settlement Class Members release all Settled Claims against Wyndham Hotels and the Released Parties. It also means that all of the Court's orders will apply to you and legally bind you.

11. What are the Settled Claims?

If, and when, the Settlement becomes final, Settlement Class Members will permanently release 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 (the "Released Parties") from (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.

12. Do I have a lawyer in this case?

Yes. Chief Judge Hornak appointed Carlson Lynch LLP and Scott + Scott LLP to represent you and other Settlement Class Members as "Class Counsel." These law firms are experienced in handling similar cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees and expenses of up to \$1,800,000.00. They will also ask the Court to approve a \$5,000.00 incentive award for the Class Representative. The Court may award less than these amounts. Any amounts awarded by the Court will be paid separately by Wyndham Hotels and will not affect the amount of cash payments available to Settlement Class Members.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this Settlement, and you want to keep the right to potentially sue Wyndham Hotels or the Released Parties on your own to recover anything based on the claims released by this Settlement, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself from the Settlement Class and is sometimes referred to as "opting out."

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a written request for exclusion. Your request for exclusion must include: (i) your name; (ii) your address; and (iii) a statement that you are a Settlement Class Member and wish to be excluded from the Settlement in *Luca v. Wyndham Hotel Group, LLC*, Case No. 16-cv-746-MRH. Your request for exclusion must be mailed to the Settlement Administrator at the address below so it is **postmarked** no later than January 6, 2020.

Luca v. Wyndham Hotel Group, LLC Settlement Administrator
c/o KCC Class Action Services
P.O. Box 43237
Providence, RI 02940-3237

15. If I exclude myself, can I still get a cash payment or Wyndham Rewards points from this Settlement?

No. If you exclude yourself, you are telling the Court that you don't want to be part of the Settlement. You can get a cash payment only if you stay in the Settlement and submit a valid claim form. You can get 2,200 Wyndham Rewards points only if you received a notice in the mail or by email, stay in the Settlement, and do *not* submit a valid claim form.

16. If I do not exclude myself, can I sue Wyndham Hotels or the Released Parties for the same legal claims later?

No. Unless you exclude yourself, you are giving up the right to sue Wyndham Hotels or the Released Parties for the claims that this Settlement resolves. You must exclude yourself from *this* lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Wyndham Hotels or the Released Parties for any of the Settled Claims.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

Your objection must be in writing and include:

- a caption or title such as “Objection to Class Settlement in *Luca v. Wyndham Hotel Group, LLC*, No. 16-cv-746-MRH”;
- your contact information (name, address, telephone number, and email address), as well as the contact information for your individually-hired attorney, if any;
- information that identifies you as a Settlement Class Member such as the ClaimID (provided on the email or mailed notice you may have received in this case) or an itemized invoice, receipt, folio, or similar document showing: (i) your name, (ii) the name of the Wyndham-affiliated Hotel where you stayed, (iii) the dates of the stay, and (iv) the amount of the Resort Fee assessed;
- a clear and concise statement of your objection;
- the date(s) and location(s) where you paid a Resort Fee;
- any facts supporting your objection;
- a specific statement of the legal grounds on which your objection is based, including whether it applies only to you, to a specific subset of the class, or to the entire class;
- the number of times which you and/or your attorney or your attorney’s law firm has objected to a class action settlement within the five years preceding the date of this objection;
- the caption of each case in which you and/or your counsel has made such objection and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- the identity of any former or current attorney who may be entitled to compensation for any reason related to the objection;
- any and all agreements that relate to your objection or the process of objecting—whether written or verbal—between you or your attorney 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 your objection; and
- a statement indicating whether you intend to personally appear and/or testify at the final approval hearing.

You must file your objection with the Court and mail copies to Class Counsel and Defense Counsel at the addresses below so it is **filed** and **postmarked** no later than January 22, 2020.

Court	Class Counsel	Defense Counsel
Clerk of the Court Joseph F. Weis, Jr. Courthouse 700 Grant Street Pittsburgh, PA 15219	Gary F. Lynch Jamisen A. Etzel CARLSON LYNCH LLP 1133 Penn Avenue, 5th Floor Pittsburgh, PA 15222	K. Winn Allen Ronald K. Anguas, Jr. Zachary A. Avallone KIRKLAND & ELLIS LLP 1301 Pennsylvania Avenue N.W. Washington, DC 20004

18. What is the difference between objecting to the Settlement and asking to be excluded from it?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you remain a Settlement Class Member (that is, do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you cannot object because the Settlement no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a final approval hearing at 1:30 p.m. on February 21, 2020 at the Joseph F. Weis, Jr. Courthouse, Courtroom 6A, 700 Grant Street, Pittsburgh, PA 15219. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. It will also consider whether to approve Class Counsel's request for an award of attorneys' fees and expenses, as well as the Class Representative's incentive award. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions Chief Judge Hornak may have. However, you are welcome to come to the hearing at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

21. May I come to Court to speak about my objection?

Yes. You or your attorney may speak at the final approval hearing about your objection. To do so, you must include a statement in your objection indicating that you or your attorney intends to appear at the final approval hearing.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up the right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Wyndham Hotels or the Released Parties about the legal issues resolved by this settlement and release by the Settlement Agreement. You will not receive a cash payment. If you received a notice by mail or email, you will receive a redemption code good for 2,200 points in the Wyndham Rewards loyalty program, you will give up the right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Wyndham Hotels or the Released Parties about the legal issues resolved by this Settlement and release by the Settlement Agreement.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlement. More details are available in the Settlement Agreement, which also contains complete definitions of some of the terms used in this notice. You may review the Settlement Agreement on the Settlement Website at www.2019resortfeesettlement.com. You may also contact the Settlement Administrator toll-free at 1-855-263-1090 or by writing to *Luca v. Wyndham Hotel Group, LLC* Settlement Administrator, c/o KCC Class Action Services, P.O. Box 43237, Providence, RI 02940-3237.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANTS
WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**

Questions? Go to www.2019resortfeesettlement.com or call 1-855-263-1090