

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Norman Zwicky; George Abarca;
Vikki Osborn; and Elizabeth Stryks-
Shaw, for themselves and on behalf of
all others similarly situated,

Plaintiffs,

v.

Diamond Resorts International, Inc.;
Diamond Resorts Management, Inc.;
Troy Magdos; and Kathy Wheeler,

Defendants.

No. 2:20-cv-02322-PHX-DJH

**SETTLEMENT AGREEMENT
AND RELEASE**

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release¹ (“Agreement”) is made and entered into as of April 2022, by and among (1) Plaintiffs Norman Zwicky, George Abarca, Vikki Osborn, and Elizabeth Stryks-Shaw each individually, and on behalf of the Settlement Class (collectively “Plaintiffs”); (2) Defendants Diamond Resorts International, Inc. (“DRI”),² Diamond Resorts Management, Inc. (“DRM”), Troy Magdos (“Magdos”) and Kathy Wheeler (“Wheeler”) (collectively “Defendants”); and (3) the limited joinder of Premiere Vacation Collection Owners Association, Inc. (“Association”), subject to Preliminary Approval and Final Approval as required by

¹ All capitalized terms herein have the same meanings as those as given to them in Section II below or otherwise defined herein.

² Hilton Grand Vacations Borrower, LLC, (“HGVB”) a Delaware limited liability company, is the successor by merger to DRI and is therefore included in the term “DRI” as used throughout this Agreement.

the Federal Rules of Civil Procedure. As provided herein, Plaintiffs, Class Counsel and Defendants hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a Final Order and Judgment, all claims of the Settlement Class against Defendants in the action titled *Norman Zwicky v. Diamond Resorts International, Inc.*, Arizona Case No. 2:20-cv-02322-PHX-DJH (the “Action”), shall be settled and compromised upon the terms and conditions contained herein. The Association is not a party to the Action and is entering into this Agreement for the limited and sole purposes specifically set forth herein.

I. Recitals

A. On August 21, 2020, plaintiff Zwicky filed a Class Action Complaint (“Complaint”) in state court in the Superior Court of Arizona Civil Division, Maricopa County (the “Arizona State Court Action”), Case No. CV2020-01041, against DRI, DRM, Magdos, Wheeler, ILX Acquisition, Inc. (“ILX”), Stephen J. Cloobek (“Cloobek”), David F. Palmer (“Palmer”), C. Alan Bentley (“Bentley”), Linda Riddle (“Riddle”) and Does 1–10.

B. On November 9, 2020, plaintiff Zwicky filed his First Amended Class Action Complaint (“Amended Complaint”) in the Arizona State Court Action.

C. On December 1, 2020, DRM, ILX, and Wheeler (the defendants then served with a copy of the Summons and Amended Complaint) timely removed the Arizona State Court action to the United States District Court for the District of Arizona pursuant to 28 U.S.C §§ 1332, 1441, 1446 and 1453.

D. On January 29, 2021, plaintiff Zwicky submitted his Second Amended Class Action Complaint (“Second Amended Complaint”) [D.E.17-2]. The Second Amended Complaint alleges claims for violations of the federal Racketeering Influenced and Corrupt Organizations Act of 1970 (28 U.S.C. §§ 1961 *et seq.*) (“Federal Civil RICO”), violations of the Arizona Civil Racketeering Statute (A.R.S. § 13-2312(B)) (“Arizona RICO”), and for breach of fiduciary duty.

E. On February 26, 2021, ILX and DRM filed a motion to dismiss the Second Amended Complaint [D.E. 39]. In their motion, ILX and DRM asserted that: (1) plaintiff Zwicky lacked standing because his claims were derivative and may only be brought by or behalf of the Association; (2) the claims were time-barred; (3) the RICO claims failed for several reasons; and (4) plaintiff Zwicky failed to state essential elements of his claim for breach of fiduciary duty.

F. On February 26, 2021, Wheeler filed a motion to dismiss the Second Amended Complaint [D.E. 40], adopting and incorporating the arguments raised by ILX and DRM and asserting that a director-exculpation provision in the relevant corporate documents of the Association relieved her from liability for her actions taken as a director of the Association, and that plaintiff failed to allege a claim against her with specificity.

G. On March 17, 2021, counsel, making a special and limited appearance on behalf of Riddle, moved to dismiss the Second Amended Complaint [D.E. 45], adopting and incorporating the arguments raised by ILX, DRM, and Wheeler and

asserting that Riddle has been deceased for almost six (6) years and that plaintiff Zwicky did not properly effectuate service of process.

H. On March 17, 2021, Magdos and DRI each moved to dismiss the Second Amended Complaint, joining, and adopting by reference the other motions to dismiss Second Amended Complaint filed by ILX, DRM and Wheeler [D.E. 46 & 47, respectively].

I. On March 30, 2021, plaintiff Zwicky responded in opposition to ILX and DRM's motion to dismiss the Second Amended Complaint [D.E. 51].

J. On April 13, 2021, plaintiff Zwicky responded in opposition to Wheeler's motion to dismiss the Second Amended Complaint [D.E. 55].

K. On April 14, 2021, plaintiff Zwicky responded in opposition to Magdos' motion to dismiss the Second Amended Complaint [D.E. 56].

L. On April 15, 2021, plaintiff Zwicky filed a Notice of Voluntary Dismissal with Prejudice for Defendant Linda Riddle [D.E. 57].

M. On April 20, 2021, ILX and DRM filed their reply in support of their motion to dismiss the Second Amended Complaint [D.E. 64].

N. On April 23, 2021, plaintiff Zwicky responded in opposition to DRI's joinder in the motions to dismiss the Second Amended Complaint [D.E. 67].

O. On May 4, 2021, Wheeler and Magdos filed an omnibus reply in support of their motions to dismiss the Second Amended Complaint [D.E. 71].

P. On May 4, 2021, plaintiff Zwicky and defendants DRI, ILX, DRM,

Magdos, Wheeler, and Palmer submitted a Joint Case Management Plan pursuant to Rules 16 and 26(f)(3) of the Federal Rules of Civil Procedure [D.E. 72].

Q. On May 6, 2021, the Court set a Rule 16 Scheduling Conference for May 25, 2021 [D.E. 74].

R. On May 11, 2021, plaintiff Zwicky filed a Notice of Voluntary Dismissal with Prejudice for Defendant C. Alan Bentley [D.E. 75].

S. On May 11, 2021, plaintiff Zwicky and defendants DRI, ILX, DRM, Magdos, Wheeler, and Palmer resubmitted a Joint Case Management Plan pursuant to Rules 16 and 26(f)(3) of the Federal Rules of Civil Procedure and in accordance with the Court's May 6, 2021 Order [D.E. 76].

T. On May 12, 2021, Palmer filed a notice of joinder and motion to dismiss the Second Amended Complaint, joining and adopting the arguments raised by defendants ILX and DRM in their motion to dismiss the Second Amended Complaint [D.E. 77] and asserting lack of personal jurisdiction and failure to serve him with a summons and the Second Amended Complaint within the time prescribed by Federal Rule of Civil Procedure 4(m).

U. On May 24, 2021, DRI filed its reply in support of its motion to dismiss the Second Amended Complaint [D.E. 84].

V. On May 25, 2021, plaintiff Zwicky and Defendants DRM, ILX, DRI, Palmer, Magdos, and Wheeler exchanged Rule 26(a)(1) Initial Disclosures [See D.E. 85 & D.E. 86].

W. On May 25, the Court held a Rule 26 Scheduling Conference, during which the Court ordered the Parties to confer regarding electronic discovery and submit a proposal regarding same [D.E. 87].

X. On May 27, 2021, the Court entered its Rule 16 Scheduling Order, setting deadlines for the completion of fact and expert discovery and for dispositive motions [D.E. 88].

Y. On May 28, 2021, with leave of Court [D.E. 89, 91], plaintiff Zwicky filed a Statement of Jurisdictional Facts in support of his opposition to defendant Palmer's motion to dismiss the Second Amended Complaint [D.E. 90].

Z. On June 8, 2021, defendant Cloobek moved to dismiss the Second Amended Complaint [D.E. 92] asserting, generally, the same arguments raised by ILX and DRM in their motion.

AA. On June 8, 2021, pursuant to the Court's directive at the Rule 16 Scheduling Conference, the parties filed their Report Re: Electronic Discovery Proposal [D.E. 94].

BB. On June 11, 2021, plaintiff Zwicky filed his response in opposition to defendant Palmer's joinder and motion to dismiss the Second Amended Complaint [D.E. 97].

CC. On June 22, 2021, plaintiff Zwicky filed his response in opposition to defendant Cloobek's joinder and motion to dismiss the Second Amended Complaint [D.E. 98].

DD. On June 28, 2021, defendant Palmer filed his reply in support of his motion to dismiss the Second Amended Complaint [D.E. 100].

EE. On June 29, 2021, defendant Cloobek filed his reply in support of his motion to dismiss the Second Amended Complaint [D.E. 101].

FF. On June 30, 2021, the Court entered its Order on the seven (7) pending motions to dismiss the Second Amended Complaint [D.E. 102]. In its Order, the Court found that plaintiff Zwicky had alleged a direct injury for standing purposes and that his claims were timely filed. The Court found that only Magdos and Wheeler owed a fiduciary duty to plaintiff, thereby dismissing that claim as against all other defendants. The Court found the allegations against ILX, Palmer, and Cloobek insufficient to identify the role they played in any alleged wrongdoing and dismissed them from the Action. The Court found it may exercise personal jurisdiction over DRI and dismissed the John and Jane Doe Defendants. Thus, the Court found that Plaintiff Zwicky could pursue his federal and state RICO claims against DRI, DRM, Magdos, and Wheeler and could proceed with his breach of fiduciary duty claim against Magdos and Wheeler.

GG. On July 14, 2021, the parties stipulated to the filing of a further amended complaint [D.E. 103], which stipulation was approved by the Court [D.E. 104].

HH. On August 13, 2021, Plaintiffs filed the Third Amended Class Action Complaint, adding Abarca, Osborn, and Stryks-Shaw as plaintiffs, asserting claims

against DRM, DRI, Magdos and Wheeler for violations of Federal Civil RICO and Arizona RICO and against Magdos and Wheeler for breach of fiduciary duty [D.E. 109]. The Third Amended Complaint is the operative complaint.

II. On August 17, 2021, Plaintiffs served a First Set of Requests for Admission, First Set of Interrogatories, and First Set of Requests for Production on Defendants related to class certification discovery (jointly “Class Discovery Requests”).

JJ. On September 9, 2021, Defendants served a First Set of Interrogatories and a First Request for Production on each of plaintiffs Zwicky, Osborn, and Stryks-Shaw.

KK. On September 24, 2021, Defendants served responses to Plaintiffs’ Class Discovery Requests.

LL. On October 1, 2021, the Plaintiffs and Defendants filed a Joint Motion for 60 Day Stay of Proceedings Pending Mediation [D.E. 117], requesting a 60-day stay of the case schedule set forth in the Court’s Rule 16 Scheduling Order entered on May 27, 2021, so that they could proceed with mediation scheduled on November 3, 2021, before the Hon. Edward A. Infante (Ret.).

MM. On October 4, 2021, the Court entered an Order granting a temporary stay of 45 days and, to accommodate the stay, extending the remaining deadlines in the Action by 30 days [D.E. 118] (“Stay Order”). The Court ordered the parties to file a joint notice on the outcome of the mediation within fifty (50) days of entry of

the Order.

NN. On October 4, 2021, Defendants filed Defendants' Answer and Affirmative Defenses to Third Amended Class Action Complaint [D.E. 119].

OO. After entry of the Stay Order, Counsel for the Parties worked together to exchange information to have a conducive mediation, with Defendants producing documentation to Plaintiffs that Counsel had requested to evaluate the case.

PP. On November 4, 2020, the Parties engaged in mediation before the Hon. Edward A. Infante (Ret.) in Irvine, California. After a full day of mediation, the Parties reached an agreement in principle to resolve the Action in its entirety on a class-wide basis, culminating in the signing of a Settlement Term Sheet setting forth the primary terms of the settlement.

QQ. On November 18, 2020, the Parties filed a joint notice and motion advising the Court that they had reached a settlement on a class-wide basis and requesting a 75-day extension of the current stay of proceedings so that the Parties could memorialize the terms of the settlement reached at mediation and seek preliminary approval of the settlement by the Court [D.E. 120].

RR. On November 23, 2020, the Court entered an Order, extending the stay entered on October 4, 2021 for an additional 75 days and ordering the Parties to submit a motion for preliminary approval of the settlement by January 17, 2022.

SS. Thereafter, the Parties engaged in additional discussions and negotiations, requesting several additional extensions of the deadline to submit a

motion for preliminary approval and a continued stay of the Action in order to do so, which modified the terms of the settlement and the distribution schedule from as was set forth in the Settlement Term Sheet.

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

II. Definitions

The following Defined Terms apply throughout this Agreement:

1. "Action" means the case styled *Norman Zwicky v. Diamond Resorts International, Inc.*, Case No. 2:20-cv-02322-PHX-DJH pending in the United States District Court for the District of Arizona.

2. "Assessments" means any amount that, from time to time, is levied by the Board upon one (1) or more Members which a Member is required to pay, as more specifically described and defined in the PVC Membership Plan.

3. "Association" means the Premiere Vacation Collection Owners Association, Inc., an Arizona nonprofit corporation, being the organization of persons who own Memberships in the Association, together with its successors and assigns.

4. "Association Director" means any past, present or future member of the Board.

5. "Association Officer" means any past, present or future officer of the

Association.

6. "Association Person(s)" means collectively, the Association and each Association Director and Association Officer, as defined herein.

7. "Available Distribution Amount" means the amount to be distributed to Settlement Class Members.

8. "Board" means the board of directors of the Association.

9. "Bulk Membership" means the bulk membership in the Association issued by the Association to ILX immediately upon the conveyance of resort interests to the Association and the recordation of the Declaration of Annexation, as more specifically described and defined in Recital I of the Second Amended and Restated Premiere Vacation Collection Membership Plan, effective as of November 8, 2010.

10. "CAFA" means the Class Action Fairness Act of 2005, U.S.C. §§1332, 1453, and 1711-15.

11. "Class" means all current and former Members of the Association who were assessed Assessments for any Calendar year(s) from 2011 through and including 2022, excluding ILX and any entity that received any bulk transfer/assignment of ILX's Bulk Membership in the Association. Excluded from the Class are DRI, DRM, their parents, subsidiaries, successors, affiliates, current officers and directors and all judges assigned to the Action and their immediate family members.

12. "Class Counsel" means Jon L. Phelps, Robert Moore, and Jennie

Tetreault of Phelps & Moore PLLC and Edward L. Barry.

13. “Class Member” means a member of the Class, and “Class Members” means all members of the Class.

14. “Class Period” means July 31, 2010 through the date of notice to the Class.

15. “Class Representatives” means Norman Zwicky, George Abarca, Vikki Osborn, and Elizabeth Stryks-Shaw.

16. “Collection Instruments” has the meaning defined in the PVC Membership Plan.

17. The “Collection” means the multi-site vacation ownership membership program known as the “Premiere Vacation Collection” (formerly known as the “Premiere Vacation Club”) established by the PVC Membership Plan.

18. “Corporate Defendants” means DRI and DRM.

19. “Court” means the United States District Court for the District of Arizona.

20. “Defendants” means DRI, DRM, Magdos, and Wheeler (the defendants named in the Third Amended Complaint).

21. “Document Inspection Action” means the case styled *Norman Zwicky v. Premiere Vacation Collection Owners Association*, Case No. CV2015-051911 in the Arizona Superior Court for Maricopa County.

22. “Effective Date” means the fifth day after which all the following events

have occurred:

- a. The Court has entered, without material change, the Final Approval Order and Final Judgment; and
- b. The time for seeking rehearing or appellate or other review has expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.

23. “Email Notice” means a short form of notice that shall be sent by email to Class Members for whom Defendants have email addresses.

24. “Escrow Account” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described in Section IV below and in which Corporate Defendants shall deposit the Settlement Fund.

25. “Final Approval” means the date that the Court enters an order granting final approval of the Settlement and determines the amount of attorneys' fees and costs awarded to Class Counsel and the amount of any Service Award to the Class Representatives. If the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.

26. “Final Approval Hearing” means the hearing set by the Court to determine the fairness of the Settlement and whether to approve its terms.

27. "Final Approval Order" means the final order that the Court enters upon Final Approval, which shall be in substantially the same form agreed upon by the Parties and attached as an exhibit to the Motion for Final Approval. If the Court issues separate orders addressing the matters constituting Final Approval, then the Final Approval Order includes all such Orders.

28. "Long Form Notice" means the form of notice to be posted on the Settlement Website and available to Class Members by mail on request made to the Settlement Administrator.

29. "Member" means an individual member of the Association (including all 'Primary Members' and 'co-owners'), as more specifically described and defined in the PVC Membership Plan.

30. "Membership" means the collection of occupancy and other rights and obligations of a Member (whether evidenced by a Deed, Leasehold Assignment, or Points Certificate), as more specifically described and defined in the PVC Membership Plan.

31. "Net Settlement Amount" means the Settlement Amount, minus Court-approved attorneys' fees and costs, any Court-approved Service Awards to the Class Representatives and all Settlement Administration Costs.

32. "Notice" means the Email Notice, Postcard Notice and Long Form Notice that the Parties shall ask the Court to approve in connection with the Motion for Preliminary Approval of the Settlement.

33. “Notice Program” means the methods provided for in this Agreement for giving the Notice.

34. “Opt-Out Period” means the period that begins the day after the earliest date on which the Notice is first sent via mail or email, and that ends 30 days before the Final Approval Hearing. The deadline for the Opt-Out Period shall be as specified in the Notice.

35. “Party” means Plaintiffs and Defendants each individually and “Parties” means Plaintiffs and Defendants collectively.

36. “Plaintiffs” means Norman Zwicky, George Abarca, Vikki Osborn, and Elizabeth Stryks-Shaw collectively (the named plaintiffs in the Third Amended Complaint).

37. “Points” means the units of membership and the currency of use within the Collection through which members in the Association reserve the use and occupancy of various vacation accommodations and experiences at properties within the Collection, as more specifically described and defined in the PVC Membership Plan.

38. “Postcard Notice” shall mean the short form of notice that shall be sent by mail to Class Members for whom DRM does not have an email address or for whom the Settlement Administrator is unable to send Email Notice using the email address provided by DRM.

39. “Preliminary Approval” means the date that the Court enters, without

material change, the proposed order preliminarily approving the Settlement.

40. “Preliminary Approval Order” means the Court’s order on Plaintiffs’ Motion for Preliminary Approval approving the Notice Program and authorizing Notice, which shall be substantially in the form of the exhibit attached to the Motion for Preliminary Approval.

41. “PVC Membership Plan” means collectively, the Second Amended and Restated Premiere Vacation Collection Membership Plan, effective as of November 8, 2010, together with the Premiere Vacation Club Membership Plan (Restated), effective as of February 15, 2008, as amended by the First Amendment to Premiere Vacation Club Membership Plan (Restated), effective as of November 10, 2010.

42. “PVC Management Agreement” means that certain “Management Agreement” between DRM and the Association with respect to the management and operation of the Collection.

43. “Qualified Director” has the meaning set forth in A.R.S. §10-3862.D.

44. “Releases” means all the releases contained in Sections XIII of this Agreement.

45. “Released Claims” means all claims to be released as specified in Section XIII hereof.

46. “Released Parties” means DRI, DRM, Magdos, Wheeler, HGVB, and each of their present, former and future parents, subsidiaries, divisions, affiliates, predecessors, successors, subsidiaries, assigns, assignees, departments, subdivisions,

owners, partners, principals, trustees, creditors, shareholders, and the present and former officers, directors, managers, and employees (whether acting in such capacity or individually), agents (alleged, apparent, or actual), insurers, members, attorneys, advisors, consultants, accountants, representatives, partners, joint venturers, independent contractors, predecessors, successors, and assigns of each of them and each person or entity acting or purporting to act for them or on their behalf.

47. “Releasing Parties” means Plaintiffs and each Settlement Class Member, and each of their respective heirs, beneficiaries, successors, executors, estates, administrators, bankruptcy trustees, guardians, attorneys, tenants in common, tenants by entireties, and assigns of each of them.

48. “Service Award” means any Court ordered payment to Plaintiffs for serving as Class Representatives, with said awards being in addition to any payment due to Plaintiffs as Settlement Class Members.

49. “Settlement” means the settlement into which the Parties and the Association have entered to resolve the Action fully and completely, the terms and conditions of which are as set forth in this Agreement.

50. “Settlement Administration Costs” means the Settlement Administrator’s hourly charges for administering the Settlement and all out-of-pocket and third-party costs and expenses of the Settlement Administrator associated with providing notice of the Settlement to Class Members, administering and distributing the Settlement Class Member Payments to the Settlement Class Members, or otherwise

administering or carrying out the terms of the Settlement, including but not limited to postage and telecommunication costs, maintaining a website for the duration of the administration period, and all costs associated with complying with CAFA.

51. “Settlement Administrator” means JND Legal Administration

52. “Settlement Class” means all current and former Members of the Association who were assessed Assessments for any Calendar year(s) from 2011 through and including 2022, excluding ILX and any entity that received a bulk transfer/assignment of ILX’s Bulk Membership in the Association. Excluded from the Settlement Class are DRI, DRM, their parents, subsidiaries, successors, affiliates, current officers and directors, and all judges assigned to the Action and their immediate family members. Also excluded from the Settlement Class are all Class Members who make a timely election to be excluded.

53. “Settlement Class Member” means any member of the Settlement Class and “Settlement Class Members” means all members of the Settlement Class.

54. “Settlement Class Member Payment” means the total distribution that shall be made from the Net Settlement Amount to a Settlement Class Member pursuant to the allocation terms of the Settlement set forth in this Agreement.

55. “Settlement Fund” means the \$13,000,000.00 common cash that the Corporate Defendants have agreed to pay in full and complete Settlement of the Action in accordance with the term of this Agreement. The Settlement Fund shall be used to pay Settlement Class Member Payments, the attorneys’ fees and litigation costs

awarded by the Court, Service Awards to the Class Representatives ordered by the Court, and all Settlement Administration Costs. In no event shall the Corporate Defendants be responsible for any payments, costs, fees, or obligations other than payment of \$13,000,000 to create the Settlement Fund. In no event shall Magdos, Wheeler, or any Association Person be responsible for funding any portion of the Settlement Fund, or paying any other cost, fee, tax or other charge arising out of or in connection with this Agreement or the Settlement contemplated hereunder.

56. “Settlement Website” means the website that the Settlement Administrator shall use as a means for Class Members to obtain notice of and information about the Action and Settlement, including this Agreement, the Long Form Notice, the Preliminary Approval Order approving this Settlement, and such other documents as the Parties agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website at least until Final Approval. The URL of the Settlement Website shall be www.ZwickyAssessmentSettlement.com, or such other URL as Class Counsel and Counsel for Defendants agree upon in writing.

III. Certification of the Class for Settlement Purposes Only

57. Plaintiffs and Defendants agree to ask the Court to certify the Settlement Class under the Federal Rules of Civil Procedure. Defendants agree to this certification for settlement purposes only.

58. If the Settlement set forth in this Agreement is not approved by the Court, or if this Agreement is terminated or cancelled pursuant to the terms of this Agreement,

this Agreement, and the certification of the Settlement Class provided for herein, shall be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any person's or Party's position on the issue of class certification or any other issue. The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

IV. Settlement Consideration and the Escrow Account

59. Subject to approval by the Court, the total consideration to be provided by the Corporate Defendants to resolve the Action fully and finally shall be \$13,000,000.00, inclusive of the amount paid to Settlement Class Members, any and all attorneys' fees and costs awarded to Class Counsel, any Service Awards to the Class Representatives, and all Settlement Administration Costs (including the costs associated with providing notice required by CAFA). In no event shall the Corporate Defendants be responsible for any payment, fees, or costs other than the Settlement Fund of \$13,000,000. In no event shall Magdos, Wheeler or any Association Person be responsible for funding any portion of the Settlement Fund, or paying any other cost, fee, tax or other charge arising out of or in connection with this Agreement or the Settlement contemplated hereunder.

60. All funds held by the Settlement Administrator (as set forth below) shall be deemed and considered to be in the custody of the Court and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement.

61. All funds held by the Settlement Administrator shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. §1.468B-1 at all times from creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed upon Defendants, Defendants’ Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise (collectively “Taxes”), shall be paid out of the Escrow Account. Defendants, Defendants’ Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the Taxes and make no representations as to the tax liability of any portions of the Settlement Member Payments to any Settlement Class Member, including Plaintiffs. The Escrow Account shall indemnify and hold Defendants, Defendants’ Counsel, Plaintiffs and Class Counsel, and the Association and Association Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). The Settlement Administrator shall prepare, send, file, and furnish all tax information reporting forms required for payments made from the Escrow Account as required by the Internal Revenue Service pursuant to the Internal Revenue Code and related Treasury Regulations, including Form 1099s. The Parties agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants

to the extent reasonably necessary to carry out the provisions of this paragraph. All interest on any funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Settlement Administrator is responsible for payment of all taxes on interest related to the funds in the Escrow Account.

V. Non-Monetary Terms

62. In addition to the monetary terms of this Agreement set forth herein, the Corporate Defendants agree to the following non-monetary terms:

a. During any period of time in which the Association, as the ‘Managing Entity’, engages DRM or any of its affiliates as the ‘Manager’ to provide some or all of the management services to the Collection and or the Club Accommodations contemplated by the PVC Membership Plan, such engagement shall be pursuant to a written management contract (the “PVC Management Contract”) that complies with and contains all applicable provisions of the (a) Arizona Timeshare Owners’ Association and Management Act (A.R.S. § 33-2201 et. seq.), (b) Arizona Real Estate Timeshares Act (A.R.S. § 33-2197 et. seq.), and (c) all Collection Instruments including, the PVC Membership Plan ((a) – (c) are collectively, the “Management Requirements,” as such may be amended from time to time);

b. DRM intends to propose an amended PVC Management Contract to the Association Board on or before February 28, 2024 that, in addition to the

Management Requirements and other customary terms, provides for the items set forth below;

c. The amended PVC Management Contract shall contain a complete disclosure of the calculation of the “Management Fee” and of any additional material amounts payable by the Association to the Manager or to any affiliate of the Manager, whether designated as a “fee,” reimbursement or absorption of expenses of the Manager or affiliate, or direct or indirect corporate costs thereof.

d. The amended PVC Management Contract shall provide that the Management Fee shall not exceed 15% of the total Assessments assessed upon Members of the Association in each Fiscal Year (the “15% Cap”), except as provided for in Article IV, Section 4.03 of the Premiere Vacation Club Membership Plan (restated) dated February 14, 2008, as such may be amended from time to time, provided that in all events:

i. any Management Fee exceeding the 15% Cap must comply with standards of commercial reasonableness; and

ii. any intent to increase the Management Fee above the 15% Cap must be disclosed to current Members of the Association in advance in clear, conspicuous, and understandable terms and in a manner calculated to provide actual notice to each Member;

e. The amended PVC Management Contract shall further provide that DRM shall perform or cause the Manager to perform (if other than DRM) its duties

under the amended PVC Management Contract in compliance with the Management Requirements including, without limitation, with respect to the preparation of itemized annual operating and reserve budgets and the provision of such budgets to Members of the Association;

f. Without limiting the generality of the foregoing, the budgets shall contain a complete disclosure as to the common expenses and operating costs of the Collection, including all of the variable costs of operation, management and reserves, and method of assessment, and shall also contain any related party transaction disclosures that appear in any audited financial statements of the Association and the Manager for the previous budget year;

g. The annual budgets and the audited financial statements shall disclose any material reimbursement or absorption or allocation of internal expenses of the Manager or affiliate, and/or direct or indirect corporate costs thereof, in a clear, specific, conspicuous, and readily understandable manner.

VI. Settlement Approval

63. Upon execution of this Agreement by all Parties and the Association (acting pursuant to a majority vote of Qualified Directors of the Association Board in accordance with A.R.S. §10-3862),³ Class Counsel shall move the Court for an Order granting Preliminary Approval of this Settlement. The proposed Preliminary Approval

³ Although the Association is not a party to the Action, the Board is executing this Agreement for the limited and sole purpose of agreeing to be bound by the Releases herein and to receive the release set forth herein.

Order that will be attached to the motion shall be in a form agreed upon by Class Counsel and Defendants. The motion for Preliminary Approval shall, among other things, request that the Court: (1) approve the terms of the Settlement as within the range of fair, adequate and reasonable; (2) provisionally certify the Settlement Class pursuant to the Federal Rules of Civil Procedure for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices; (4) approve the procedures set forth herein below for Class Members to exclude themselves from the Settlement Class or to object to the Settlement; (5) stay the Action pending Final Approval of the Settlement; and (6) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendants' Counsel, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith, and determine whether to approve the Settlement and Class Counsel's application for attorneys' fees and costs and for Service Awards to the Class Representatives.

VI. Discovery and Settlement Data

64. Class Counsel and Defendants have engaged in discovery in the Action and Class Counsel has obtained documentation through the Document Inspection Action. Within fifteen (15) business days of Preliminary Approval, DRM (as agent for the Association) shall provide the Settlement Administrator with a confidential list of Class Members containing the following information (the "Class Membership List"), which shall be kept strictly confidential between the Settlement Administrator, DRM

and Counsel for Defendants in accordance with Arizona law:⁴

- a. the name, last known address and, to the extent available, email address of each Class Member;
- b. the amount each Class Member was assessed in Assessments for each Calendar Year between 2011 and 2022; and

65. The Settlement Administrator shall be provided and shall use the Class Membership List solely in its capacity as agent for DRM and the Association for the exclusive purpose of administering the Settlement, including making the calculations required by the Settlement, and for no other purpose. In accordance with Arizona law, neither DRM nor the Settlement Administrator shall publish or provide the Class Membership List to Class Counsel or to any other third-party individual or entity absent a court order. DRM shall bear the expense of extracting, analyzing, and providing the Settlement Administrator the necessary data within the Class Membership List. The Parties acknowledge and agree the foregoing provision and use of the Class Membership List is to advance legitimate Association business as contemplated by A.R.S. § 33-2210. The Corporate Defendants shall jointly and severally indemnify and hold each Association Person harmless for all claims as may arise out of or in connection with the foregoing provision and use of the Class Membership List.

⁴ A.R.S. §33-2210 provides that the list of owners, such as the Class Membership List, is a confidential document that cannot be provided to any third party outside of the governing association or managing entity, and further provides that an owner's name, address, telephone number, and electronic mail address cannot be disclosed without such owner's written consent.

VII. Settlement Administrator

66. Class Counsel, in consultation with the Corporate Defendants, have selected the Settlement Administrator. The Settlement Administrator shall administer various aspects of the Settlement as described herein, including, but not limited to, providing Notice to Class Members, complying with the notice requirements of CAFA, and distributing portions of the Settlement Fund as provided herein to Settlement Class Members.

67. The duties of the Settlement Administrator, in addition to the other responsibilities described in other paragraphs of this Agreement are to:

- a) Use the name, email, and postal address information for Class Members provided by DRM exclusively in connection with the Notice Program approved by the Court, for the purpose of mailing the Postcard Notice and sending the Email Notice, and later mailing distribution checks to Settlement Class Members;
- b) Establish and maintain a Post Office box for the receipt of exclusion requests and objections;
- c) Establish and maintain the Settlement Website;
- d) Establish and maintain an automated toll-free telephone line for Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Class Members who call with or otherwise communicate such inquiries;

- e) Provide notice to Class Members;
- f) Address any mailed questions;
- g) Process all requests for exclusion from the Settlement Class;
- h) Provide weekly reports to Class Counsel and Defendants' Counsel setting forth the number of requests for exclusion and/or objections received each week and the total number of exclusion requests and/or objections to date, and other pertinent information;
- i) In advance of the Final Approval Hearing, prepare a declaration to submit to the Court confirming that the Notice Program was completed, that CAFA requirements have been met, describing how the Notice Program was completed, providing the number⁵ of Class Members who timely and properly opted-out of the Settlement Class, identifying Settlement Class Members that timely filed objections, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- j) Determine the total amount of the Settlement Class Member Payment due to each Settlement Class Member using the allocation method set forth in this Agreement;

⁵ The Settlement Administrator shall identify the Class Members who opted out of the Settlement Class in a separate declaration to be provided to counsel for the Defendants. If ordered by the Court, Defendants' counsel shall seek leave to file this separate declaration identifying the Class Members who timely opted out of the Settlement Class under seal.

- k) Perform all tax-related services for the Escrow Account as provided in this Agreement;
- l) Pay any expenses upon approval by both Class Counsel and Defendants' Counsel, as provided in this Agreement;
- m) Provide notice of this Settlement as required under CAFA; and
- n) Any other Settlement-administration-related function at the instruction of Class Counsel and Defendants' Counsel, including, but not limited to, verifying that the Settlement Class Member Payments and other monies in the Escrow Account have been distributed.

VIII. Notice to Class Members, Opt-out Period, and Objections

68. Beginning thirty (30) days after Preliminary Approval through the time directed by the Court, at the direction of Class Counsel and Defendants' Counsel, the Settlement Administrator shall implement the Notice Program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order. The Notice shall include, among other information: (1) a description of the material terms of the Settlement; (2) a date by which Class Members may exclude themselves from, or "opt-out" of, the Settlement Class; (3) a date by which Class Members may object to the Settlement; (4) the date on which the Final Approval Hearing is scheduled to occur; (5) and the address of the Settlement Website at which Class Members may access this Agreement and other related documents and information. Class Counsel and

Defendants' Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order.

69. The Notice also shall include a procedure for Class Members to opt-out of the Settlement Class. A Class Member may opt-out of the Settlement Class at any time during the Opt-Out Period, if the Class Member's opt-out notice is postmarked no later than the last day of the Opt-Out Period. All Class Members who make a timely and valid election to opt-out shall be excluded from the Settlement Class, shall not receive any benefits or compensation under this Agreement, shall not gain rights from this Agreement, shall not be bound by this Agreement, and shall have no right to object to the Settlement or to participate at the Final Fairness Hearing. Any Class Member who does not timely and validly request to opt-out shall automatically become a Settlement Class Member and be bound by the terms of this Agreement, including the Releases contained herein, and any judgment entered thereon.

70. The Notice shall also include a procedure for Class Members to object to the Settlement, to Class Counsel's application for attorneys' fees and costs and/or Service Awards to the Class Representatives. Objections to the Settlement, to the application for attorneys' fees and costs, and/or to the Service Awards must be mailed to the Clerk of the Court, Class Counsel, Defendants' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Opt-Out Period, as specified in the Notice. If

submitted by mail, an objection is deemed to have been submitted when posted if received with a postmark date indicated on the envelope and sent in accordance with the procedure in the Notice and the Preliminary Approval Order. If submitted by private courier such as Federal Express or UPS, an objection shall be deemed to have been submitted on the shipping date on the shipping label.

71. For an objection to be considered by the Court, the objection must also set forth:

- a) the name of the Action;
- b) the objector's full name, address, and telephone number;
- c) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- d) the identity of all counsel who represent the objector, including any former or current counsel or any other counsel who may be entitled to compensation related to the objection;
- e) the number of times the objector has objected to a class action settlement within the preceding five (5) years, the caption of every case (including case number) in which the objector's prior objections were made; the counsel representing the objector in each such prior objection, and a copy of any orders related to any prior such objections that were issued by the trial and appellate courts in each listed case;

f) for each counsel listed in (e) above, a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections made on behalf of any objector that were issued by the trial and appellate courts in each case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five (5) years;

g) any and all agreements that relate to the objection between objector or objector's counsel and any other person or entity;

h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;

i) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

j) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and

k) the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector consistent with the Federal Rules of Civil Procedure.

72. Notice shall be provided to Class Members in at least one of three (3) different ways: (1) Email Notice shall be the primary form and notice and sent to all Class Members for whom DRM has provided email addresses; (2) Postcard Notice sent by U.S. mail only to Class Members for whom DRM does not have valid email

addresses or for whom Email Notice bounces back as undeliverable; (3) and Long Form Notice, which shall be written in both English and Spanish, and shall be available on the Settlement Website and via mail upon a Class Member's request to the Settlement Administrator. Not all Class Members will receive all forms of Notice, as detailed herein, with the intention of the Parties being that Email Notice will be the primary and preferred form of notice so as to reduce administration costs.

73. As detailed above in Section VI, DRM shall provide the Settlement Administrator with the Class Membership List. Once the Settlement Administrator has the Class Membership List, the Settlement Administrator shall run the physical addresses through the National Change of Address Database and shall mail the Postcard Notice to Class Members receiving that form of Notice. The Settlement Administrator shall also send out Email Notice to all Class Members receiving Notice by that method. The Settlement Administrator shall send the Email Notice to each such Class Member's last known email address in a manner that is calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email.

74. The Settlement Administrator shall perform reasonable address traces for all Postcard Notices that are returned as undeliverable. A "reasonable" tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than sixty (60) days before the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Class Members whose new addresses were identified as of that

time through address traces and to those Class Members whose emails were returned as undeliverable and complete such Notice pursuant to the deadlines described herein.

75. The Notice Program shall be completed no later than sixty (60) days before the Final Approval Hearing.

76. Further specific details of the Notice Program shall be subject to the agreement of Class Counsel and Defendants' Counsel.

IX. Final Approval Order and Judgment

77. Plaintiffs' Motion for Preliminary Approval of the Settlement shall include a request to the Court for a scheduled date on which the Final Approval Hearing will occur.

78. Plaintiffs shall file their Motion for Final Approval of the Settlement (after review and approval by Defendants' Counsel), and application for attorneys' fees and costs and for Service Awards for the Class Representatives, no later than forty-five (45) days before the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement, Class Counsel's application for attorneys' fees and costs, and for the Service Awards for the Class Representatives. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Class Members (or their counsel) who object to the Settlement or to Class Counsel's application for attorneys' fees and costs, or the Service Awards, provided the objector(s) submitted timely objections meeting all the requirements listed in this Agreement.

79. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and entering final judgment thereon and whether to approve Class Counsel's request for attorneys' fees and costs, and the Service Awards. The proposed Final Approval Order shall be in a form agreed upon by Class Counsel and Defendants' Counsel (and by Association Counsel solely as to any provisions applicable to the Association). Such proposed Final Approval Order shall, among other things:

- a) Determine that the Settlement is fair, adequate, and reasonable;
- b) Finally certify the Settlement Class for settlement purposes only;
- c) Determine that the Notice provided satisfies due process requirements;
- d) Enter judgment dismissing the Action with prejudice;
- e) Bar and enjoin all Releasing Parties and the Association from asserting any of the Released Claims hereof against Defendants, HGVB, or any of the Released Parties; bar and enjoin all Releasing Parties and the Association from pursuing any Released Claims hereof against Defendants, HGVB, or any of the Released Parties, including during any appeal from the Final Approval Order, and retain jurisdiction over the enforcement of the court's injunctions;
- f) Bar and enjoin each Defendant (and each other Released Party) and

all Releasing Parties from asserting any of the Released Claims hereof against any Association Person; bar and enjoin each Defendant (and each other Released Party) and all Releasing Parties from pursuing any Released Claims hereof against any Association Person, including during any appeal from the Final Approval Order, and retain jurisdiction over the enforcement of the court's injunctions;

- g) Release Defendants and all Released Parties and all Association Persons from the Released Claims; and
- h) Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Funds Into the Escrow Account and Payments from the Settlement Fund

80. Within ten (10) days of the Court entering Preliminary Approval, the Corporate Defendants shall pay or cause to be paid \$75,000 of the Settlement Fund amount into the Escrow Account for purposes of the costs incurred by the Settlement Administrator in beginning the administration process.

81. Within thirty (30) days after entry of the Final Approval Order, the Corporate Defendants shall pay or cause to be paid the remainder of the Settlement

Fund amount (\$12,925,000) into the Escrow Account. Apart from the payment of the Settlement Fund in accordance with this and the preceding paragraph, the Corporate Defendants, Defendants, and Association Persons shall have no further monetary obligations to Plaintiffs, the Class Members, the Settlement Administrator or Class Counsel in connection with the Settlement.

82. The amount of Class Counsel's reasonable attorneys' fees and costs, as determined and approved by the Court, shall be paid to Class Counsel from the Escrow Account by the Settlement Administrator within five (5) days of the Effective Date.

83. The Service Awards, as determined and approved by the Court, shall be paid by the Settlement Administrator to the Class Representatives from the Escrow Account no later than five (5) days after the Effective Date.

84. The Settlement Administrator's fees and costs, including all costs associated with complying with CAFA, shall be paid solely out of the Settlement Fund. In the event the Final Approval Order is not entered or this Agreement is terminated pursuant to the termination provisions below, the Corporate Defendants agree to cover any costs incurred and fees assessed by the Settlement Administrator prior to the denial of Final Approval or the termination of this Agreement.

85. Within 30 days of the Effective Date, a check in the amount of each Settlement Class Member Payment, in a form approved by Class Counsel and Defendants' Counsel, shall be mailed by the Settlement Administrator to the address used to provide the Notice, or at such other address as designated by the Settlement

Class Member. The Settlement Administrator shall make reasonable efforts to locate the proper address for any check returned by the Postal Service as undeliverable and shall re-mail a check once to the updated address. Settlement Class Members shall have 180 days to negotiate the check. Any checks uncashed after 180 days shall be deemed void. In the event of any complications arising in connection with the issuance or cashing of a check, the Settlement Administrator shall provide written notice to Class Counsel and Defendants' Counsel. Absent specific instructions from Class Counsel and Defendants' Counsel, the Settlement Administrator shall proceed to resolve the dispute using the best practices and procedures to ensure that the funds are fairly and properly distributed to Settlement Class Members. The Defendants shall have no liability and shall not be responsible for any Class Member Partial Payment in uncashed checks that become void after 180 days.

XI. Calculation of Settlement Class Member Payments

86. The Net Settlement Amount shall be distributed *pro-rata* to each Settlement Class Member based on the amount of Assessments each Settlement Class Member was assessed for calendar years 2011 through and including 2022.

87. The amount of each Settlement Class Member Payment shall be determined using the following methodology or such other methodology as would have an equivalent result. The methodology provided for herein shall be applied to the data as consistently and reasonably as possible, recognizing and taking into consideration the nature and completeness of the data and the purpose of the computations:

a). The total dollar amount of Assessments assessed to all Settlement Class Members for the Calendar years 2011 to 2022 will be determined by the Settlement Administrator from the data DRM provides to the Settlement Administrator in accordance with terms hereof. The amount in Assessments assessed to each Settlement Class Member will also be determined by the Settlement Administrator from the data DRM provides to the Settlement Administrator in accordance with the terms hereof.

b). The Settlement Administrator shall determine each Settlement Class Member's percentage of the total amount of Assessments assessed to Settlement Class Members for the calendar years 2011 through 2022 to determine each Settlement Class Member's *pro rata* interest in the Settlement Fund.

c). Each Settlement Class Member's *pro rata* interest shall be applied to the Available Distribution Amount. The Settlement Administrator shall divide the Available Distribution Amount by the total amount of Assessments multiplied by each Settlement Class Member's percentage of the total amount of Assessments to determine each Settlement Class Member Payment. Payments shall be made to the Settlement Class Members in the manner set forth in Section X above.

XII. Unclaimed Checks, Unapplied Assessment Credits, and Residual Funds

88. All checks issued to Settlement Class Members that are not deposited or cashed within 180 days after the checks are mailed ("stale date") shall be null and void

a). If a Settlement Class Member contacts the Settlement

Administrator after the stale date on a check to request that the check be reissued, the Settlement Administrator, after consultation with Class Counsel and Defendants' Counsel, shall honor all such reasonable requests to the extent reissuing a check is feasible (i.e., the Available Distribution Amount has not been fully distributed to Settlement Class Members).

89. After the stale date, any funds remaining in the Escrow Account (for example, funds allocated to checks that were not cashed) shall be re-distributed *pro-rata* to Settlement Class Members who accepted their share of the initial distribution. If such re-distribution is not economically feasible and/or any monies otherwise remain in the Escrow Account, the Parties shall seek the Court's approval to distribute such residual funds to Habitat for Humanity as the *cy pres* recipient.

XIII. Releases

90. On the Effective Date, the Releasing Parties and the Association shall automatically be deemed to have fully and irrevocably released and forever discharged the Released Parties, of and from any and all liabilities, rights, claims, actions, causes of action (including, but not limited to, claims for violations of RICO and breach of fiduciary duty), demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, including, but not limited to, conduct which is negligent, intentional, with or without malice or a breach of any duty, law, or rule, of any nature whatsoever through the

Effective Date related to the claims that were raised or could have been raised in the Action, specifically (but not limited to) claims related to any and all improper or excessive charges, costs, fees, expenses, including Assessments, assessed, charged or billed by the Corporate Defendants and any actions taken by any of the Defendants relating to the charging, assessing or billing of any and all such charges, fees, and costs to the Association or Members in the Association, including any Assessments or other charges related to the Association's interests in component sites within the Collection, from the beginning of time up to the date of notice to the Class. While not a party to the Action, the Association expressly agrees to be bound by this Release in exchange for good and valuable consideration provided to it and its Members as set forth herein and such release is an express condition to Defendants' agreement to enter into and effectuate this Settlement.

91. On the Effective Date, Releasing Parties and Defendants (on behalf of themselves and all other Released Parties) shall automatically be deemed to have fully and irrevocably released and forever discharged each Association Person of and from any and all liabilities, rights, claims, actions, causes of action (including, but not limited to, claims for violations of RICO and breach of fiduciary duty), demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, including, but not limited to, conduct which is negligent, intentional, with or without malice or a breach of any duty,

law, or rule, of any nature whatsoever through the Effective Date related to any and all charges, costs, fees, expenses, including Assessments, assessed, charged or billed by or on behalf of the Association and any actions taken by or on behalf of any Association Person relating to the charging, assessing or billing of any and all such charges, fees, and costs to Members in the Association, including any Assessments or other charges related to the Association's interests in component sites within the Collection, from the beginning of time up to the date of notice to the Class.

92. Each Settlement Class Member and the Association is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against HGVB, the Defendants or any of the Released Parties in any forum, action, or proceeding of any kind. Each Defendant (and each other Released Party) and each Settlement Class Member is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against any Association Person in any forum, action, or proceeding of any kind.

93. With respect to all Released Claims, by operation of Final Approval of the Settlement, Plaintiffs, each of the other Settlement Class Members, Defendants (on behalf of themselves and all other Released Parties), and the Association agree that they are expressly waiving and relinquishing to the fullest extent permitted by law: (a) the provisions, rights and benefits conferred by Section 1542 of the California Civil Code,

as amended, which 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, THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY

and (b) any law of any state or territory of the United States, federal law, principle of common law, or of international or foreign law, that is similar, comparable or equivalent to Section 1542 of the California Civil Code.

94. Plaintiffs, a Settlement Class Member, Defendants (on behalf of themselves and all other Released Parties), or the Association may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each expressly agrees that, as of the Effective Date, he/she/it shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed herein. Further, each agrees and acknowledges that he/she/it shall be bound by this Agreement, including by the Release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden, without regard to subsequent discovery of different or additional facts and subsequent changes in the law, and even if he/she/it never receives actual notice of the Settlement and/or never receives

a distribution of funds or credits from the Settlement.

95. Nothing in this Agreement shall operate or be construed to release any claims or rights that the Defendants have to recover any past, present or future amounts or obligations that may be owed by Plaintiffs or by any Settlement Class Member to the Corporate Defendants or any other Released Parties.

96. Nothing in this Agreement shall operate or be construed to release any claims or rights of any Association Person with respect to any past, present or future Assessments or other amounts or obligations that may be owed by any Releasing Party or any Released Party to any Association Person pursuant to the terms of the Collection Instruments, the PVC Management Agreement, this Agreement, or applicable law.

XIV. Payment of Attorneys' Fees, Costs, and Service Awards

97. Defendants agree not to oppose Class Counsel's request for attorneys' fees of up to 25% of the Settlement Fund and not to oppose Class Counsel's request for reimbursement of reasonable expenses. Any award of attorneys' fees and expenses to Class Counsel shall be payable solely out of the Settlement Fund within five (5) days of the Effective Date. The Parties agree that the Court's failure to approve, in whole or in part, any award for attorneys' fees shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination.

98. The payment of attorneys' fees and expenses of Class Counsel shall be made as unanimously designated in writing by Class Counsel, or, in failure of such designation, as determined by the Court. The fees and expense award shall constitute

full satisfaction of any obligation on the part of the Defendants to pay any person, attorney, or law firm for costs, litigation expenses, attorneys' fees, or any other expense incurred on behalf of Plaintiffs or the Settlement Class in connection with the Action. After the fees, costs and expenses have been paid, Class Counsel shall be solely responsible for distributing each Plaintiffs' firm's allocated share of such fees, costs, and expenses to that firm as unanimously agreed by Class Counsel or as determined by the Court. The Defendants shall have no responsibility for any allocation, and no liability whatsoever to any person or entity claiming any share of the funds to be distributed for payment of attorneys' fees, costs, or expenses or any other payments from the Settlement Fund not specifically described herein. The Parties agree that the Court's failure to approve, in whole or in part, any award for attorneys' fees or costs shall not prevent the Settlement from becoming effective, nor shall it be a ground for termination of the Settlement.

99. Class Counsel will apply to the Court to approve a Service Award to plaintiff Zwicky of \$10,000.00 and Service Awards to each of plaintiffs Abarca, Osborn, and Stryks-Shaw in the amount of \$1,500.00 each from the Settlement Fund. The Service Awards shall be paid to the Class Representatives in addition to the Settlement Class Member Payment. Defendants agree not to oppose Class Counsel's request for the Service Awards up to the amounts set forth in this paragraph. The Parties agree that the Court's failure to approve, in whole or in part, any Service Award to any or all the Class Representatives shall not prevent the Settlement from becoming

effective, nor shall it be a ground for termination of the Settlement.

100. The Parties negotiated and reached agreement regarding attorneys' fees and costs, and the Service Awards, only after reaching agreement on all other material terms of this Settlement. Defendants agree they do not have standing to object to an award of attorneys' fees of up to 25% of the Settlement Fund, reasonable costs, and Service Awards of up to \$10,000.00 for plaintiff Zwicky and up to \$1,500.00 for plaintiffs Abarca, Osborn, and Stryks-Shaw from the Settlement Fund, as the payment of said funds does not impact the total amount of funds Defendants are obligated to pay under this Agreement.

101. The Parties and their respective counsel acknowledge and agree no Association Person has any liability or obligation for the payment or reimbursement of any cost, fee or expense as may be incurred by them or the Settlement Class in connection with the Action, the Settlement, or this Agreement. The Corporate Defendants acknowledge and confirm their joint and several obligations to (a) promptly pay or reimburse any and all costs, fees and expenses as may be incurred by any Association Person in connection with the Action, the Settlement, and this Agreement including, without limitation, attorneys' fees and (b) indemnify and hold each Association Person harmless for any and all claims as may arise out of or in connection with the Action, the Settlement, and this Agreement including, without limitation, with respect to the provision and use of the Class Membership List.

XV. Termination of Settlement

102. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a) The Court has entered the Preliminary Approval Order;
- b) The Court has entered the Final Approval Order and all objections, if any, to such Order are overruled, and all appeals taken from such Order are resolved in favor of approval; and
- c) The Effective Date has occurred.

103. If all the conditions specified in Paragraph 102 are not met, then this Agreement shall be cancelled and terminated.

104. If the Court does not enter the Final Approval Order in materially the same form as what the Parties agree to and submit to the Court, Defendants have the right to terminate this Agreement and the Settlement and will have no further obligations under this Agreement. Defendants shall also have the option to terminate this Agreement if XX%⁶ or more of the total Class Members opt-out of the Settlement. Defendants shall notify Class Counsel, Association Counsel and the Court of its intent to terminate this Agreement pursuant to this Section within ten (10) business days after the latter of (1) the Court failing to enter the Final Approval Order in materially the same form as to what the Parties (and the Association as to the provisions applicable to

⁶ The Parties have agreed to this percentage in a separate letter executed by Counsel of all Parties which shall be kept confidential. Should Defendants seek to terminate this Agreement on this basis, Defendants shall present this letter to the Court if ordered to do so.

the Association) agreed or (2) the end of the Opt-Out Period, or the option to terminate shall be considered waived.

105. In the event this Agreement is terminated or fails to become effective, then the Parties and the Association shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and the Association and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XVI. Effect of a Termination

106. The grounds upon which this Agreement may be terminated are set forth herein above. In the event of a termination, (1) this Agreement shall be considered null and void; (2) all of Plaintiffs', Class Counsel's, Defendants Counsel's, and Defendants' obligations under the Settlement (and the Association's releases) shall cease to be of any force and effect; (3) any amounts in the Escrow Account shall be returned to the Corporate Defendants; and (4) the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' and the Association's respective pre-Settlement rights, claims, and defenses will be retained and preserved.

107. Certification of the Class for settlement purposes shall have no bearing

in deciding whether the claims asserted in the Action are or were appropriate for class treatment in the absence of settlement. If this Agreement terminates or is nullified, the provisional class certification shall be vacated by its terms, and the Action shall revert to the status that existed before execution of this Settlement Agreement. Thereafter, Plaintiffs shall be free to pursue any claims available to them, and Defendants and the Association shall be free to assert any defenses available to them, including but not limited to, denying the suitability of this case for class treatment. Nothing in this Agreement shall be argued or deemed to estop any Party or the Association from asserting any such claims and defenses.

108. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action and the Association shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVII. No Admission of Liability

109. Defendants, and each of them, continue to dispute any liability for any of the claims asserted in the Action and maintain that all fees, expenses, charges and costs, including but not limited to, any Assessments, assessed, charged or billed by the Corporate Defendants, or any Association Person and any and all actions taken by the Defendants and each Association Person were proper, appropriate and in accordance

with governing documents. Neither Defendants nor the Association admit any liability or wrongdoing of any kind by this Agreement or otherwise. Defendants and the Association have agreed to enter into this Agreement solely to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to fully settle and resolve any further claims that were asserted or could possibly have been asserted in the Action.

110. 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 has concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Class.

111. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties or the Association either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any such person of any fault, liability, or wrongdoing of any kind whatsoever.

112. Neither the Settlement, nor any act performed or document executed

pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Class, or of any wrongdoing or liability of the Released Parties or any Association Person; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omissions of any of the Released Parties or any Association Person, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

113. In addition to any other defenses Defendants and/or any Association Person may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement or the Releases contained herein.

XIX. Miscellaneous Provisions

114. Representations and Warranties. Each attorney serving as counsel for the Plaintiffs represents and warrants that he/she does not currently represent any other individuals or entities that have any potential claim(s) against any of the Defendants or any Association Person that relate, in any way, to any and all charges, costs, fees, expenses and Assessments, assessed, charged, or billed by any of the Corporate Defendants or any Association Person and any actions taken by any of the Defendants or any Association Person relating to the charging, assessing, or billing of any such

charges, costs, fees and Assessments.

115. Waiver of Right to Arbitrate. To the extent the Defendants have the right, they hereby waive such right to seek to compel arbitration concerning any agreements entered by any Settlement Class Members related to the Association for the purposes of the claims asserted in the Complaint.

116. Rules of Interpretation. 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. The terms “and” and “or” shall be construed conjunctively or disjunctively as necessary. “Any” as used herein means “each and every” as well as “anyone.” “Including” shall be construed to mean “including but not limited to.”

117. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties, the Released Parties and each Association Person.

118. No Press Releases. No Party to this Agreement shall issue any press release or shall otherwise initiate press coverage of the Settlement. If contacted, such may respond generally by saying that they are pleased with the Settlement.

119. Cooperation of Parties. The Parties agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

120. 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, the Association and any signatory to this Agreement shall consult with each other and certify to the Court that they have consulted.

121. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties, the Association, and any signatory to this Agreement relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto or the Association, except as provided for herein. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to amend or modify any other agreement by and between DRM or any other Released Party on the one hand, and any Association Person on the other hand, in connection with the Collection including, without limitation, the Management Agreement and the Collection Instruments.

122. 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.

123. Governing Law. Except as otherwise provided herein, this Agreement shall be construed in accordance with, and be governed by, the laws of the State of Arizona, without regard to the principles thereof regarding choice of law.

124. 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, the Association, and signatories do not sign the same counterparts. Original signatures are not required. Any signature or electronic signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

125. 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 and the Association. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of this Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims, against the Defendants, any of the Released Parties, or any Association Person at any time, including during any appeal from the Final Approval Order.

126. Notices. All notices to Class Counsel, Defendants' Counsel, and Association Counsel provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

PHELPS & MOORE, PLLC

Jon L. Phelp, Esq.
7430 East Butherus Drive, Suite A
Scottsdale, Arizona 85260
Class Counsel

LAW OFFICE OF EDWARD L. BARRY

Edward L. Barry, Esq.
2120 Company Street, Third Floor
Christiansted, Virgin Islands 00820
Class Counsel

BAKER & HOSTETLER LLP

Brandon T. Crossland, Esq. (Pro Hac Vice)
Julie Singer Brady, Esq. (Pro Hac Vice)
200 South Orange Avenue
Suite 2300
Orlando, FL 32801
(407) 649-4000
Counsel for Defendants

TAYLOR ENGLISH DUMA LLP

Anthony T. Polvino, Esq.
1600 Parkwood Circle, Suite
200, Atlanta, GA 30339
Counsel for the Association

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties or the Association, the Parties agree to promptly provide each other and the Association with copies of objections, requests for exclusion, or other filings received because of the Notice Program.

127. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and counsel for Defendants (and Association Counsel to the extent of any provisions applicable to the

Association), and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

128. No Waiver. The waiver by any Party or the Association of notice 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.

129. Authority. Class Counsel (for the Plaintiffs and the Settlement Class Members), counsel for Defendants represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation or entity included within the definitions of Plaintiffs and Defendants 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 or signatory on whose behalf he or she signs this Agreement to all the terms and provisions of this Agreement. The individuals executing this Agreement on behalf of the Association represent and warrant that they are the duly elected sole Qualified Directors of the Association Board and are fully authorized to execute this Agreement on behalf of the Association.

130. Agreement Mutually Prepared. Neither Plaintiffs, Defendants, nor the Association shall be considered the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

131. Independent Investigation and Decision to Settle. The Parties

understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with the Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. The Corporate Defendants have provided and are providing information that Plaintiffs reasonably requested to identify Class Members and the alleged damages they incurred. The Parties agree that this Settlement is reasonable and shall not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with the Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, this Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

132. Assignment; Third Party Beneficiaries. This Agreement shall not inure to the benefit of any third party, and none of the rights, commitments, or obligations recognized under this Settlement Agreement may be assigned by any Settlement Class Members without the express written consent of the other Parties and the Association (acting pursuant to a majority vote of Qualified Directors of the Association Board).

133. Communications. Any communications to the Parties relating to this Settlement Agreement shall be sent to all counsel signing this Agreement on behalf of the Parties. Defendants' Counsel shall promptly deliver a copy of all such communications, Notices, Settlement objections, reports, and all other notices contemplated by this Agreement to Association Counsel.

134. Calculation of Time. All time listed in this Agreement is in calendar days. Time is calculated by: (a) excluding the day of the event that triggers the period; (b) counting every day, including intermediate Saturdays, Sundays, and legal holidays; and (c) including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.


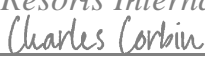
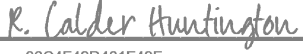
135. Receipt of Advice of Counsel. Each Party and signatory to this Agreement acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.


SIGNATURE PAGES

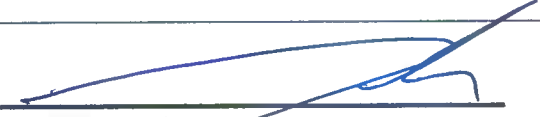
<i>Dated:</i> _____	_____ Jon L. Phelps
---------------------	------------------------

	<p>PHELPS & MOORE, PLLC <i>Class Counsel</i></p>
<i>Dated:</i> _____	<p>_____ Edward L. Barry, Esq. LAW OFFICE OF EDWARD L. BARRY <i>Class Counsel</i></p>
<i>Dated:</i> _____	<p>_____ Norman Zwicky <i>Plaintiff</i></p>
<i>Dated:</i> _____	<p>_____ George Abarca <i>Plaintiff</i></p>
<i>Dated:</i> _____	<p>_____ Vikki Osborn <i>Plaintiff</i></p>
<i>Dated:</i> _____	<p>_____ Elizabeth Stryks-Shaw <i>Plaintiff</i></p>
<i>Dated:</i> _____	<p>_____ Brandon T. Crossland Julie Singer Brady BAKER & HOSTETLER LLP <i>Counsel for Defendants</i></p>

<p><i>Dated:</i> _____</p>	<p>_____ Troy Magdos <i>Defendant</i></p>
<p><i>Dated:</i> _____</p>	<p>_____ Kathy Wheeler <i>Defendant</i></p>
<p><i>Dated:</i> _____</p>	<p><i>Diamond Resorts International, Inc.</i> _____ By: _____ Its: _____</p>
<p><i>Dated:</i> _____</p>	<p><i>Diamond Resorts Management, Inc.,</i> _____ By: _____ Its: _____</p>
<p><i>Dated:</i> _____</p>	<p><i>Premiere Vacation Collections Owners Association Incorporated</i> _____ By: _____ Its: _____</p>


<p><i>Dated:</i> _____</p>	<p>DocuSigned by:  _____ <small>B81455764B63458...</small> Brandon T. Crossland Julie Singer Brady BAKER & HOSTETLER LLP <i>Counsel for Defendants</i></p>
<p><i>Dated:</i> _____</p>	<p>_____ Troy Magdos <i>Defendant</i></p>
<p><i>Dated:</i> _____</p>	<p>_____ Kathy Wheeler <i>Defendant</i></p>
<p><i>Dated:</i> _____</p>	<p><i>Hilton Grand Vacations Borrower, LLC, as successor in interest to Diamond Resorts International, Inc.</i>  _____ <small>B38FCDF72884A2...</small> By: _____ Its: _____</p>
<p><i>Dated:</i> _____</p>	<p><i>Diamond Resorts Management, Inc.,</i>  _____ <small>06C4F49D461F49F...</small> By: _____ Its: _____</p>
<p><i>Dated:</i> _____</p>	<p><i>Premiere Vacation Collections Owners Association Incorporated</i> _____ By: _____ Its: _____</p>

<p><i>Dated:</i> _____</p>	<p>_____</p> <p>Kathy Wheeler <i>Defendant</i></p>
<p><i>Dated:</i> _____</p>	<p><i>Diamond Resorts International, Inc.</i></p> <p>_____</p> <p>By: _____</p> <p>Its: _____</p>
<p><i>Dated:</i> _____</p>	<p><i>Diamond Resorts Management, Inc.,</i></p> <p>_____</p> <p>By: _____</p> <p>Its: _____</p>
<p><i>Dated:</i> _____</p>	<p><i>Premiere Vacation Collection Owners Association Inc.</i></p> <p>By:  _____ <small>Beverly Jackson (Apr 6, 2022 19:34 PDT)</small></p> <p>Beverly Jackson Its: Qualified Director</p> <p>By: <i>Janet Webber</i> _____ <small>Janet Webber (Apr 7, 2022 13:01 PDT)</small></p> <p>Janet Webber Its: Qualified Director</p>

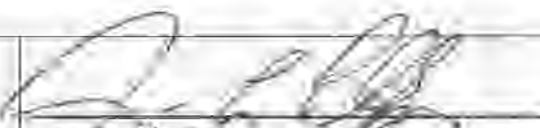
<p><i>Dated:</i> _____</p>	<p>_____ Brandon T. Crossland Julie Singer Brady BAKER & HOSTETLER LLP <i>Counsel for Defendants</i></p>
<p><i>Dated:</i> _____</p>	<p>_____  Troy Magdos <i>Defendant</i></p>
<p><i>Dated:</i> _____</p>	<p>_____ Kathy Wheeler <i>Defendant</i></p>
<p><i>Dated:</i> _____</p>	<p><i>Diamond Resorts International, Inc.</i></p> <p>_____ By: _____ Its: _____</p>
<p><i>Dated:</i> _____</p>	<p><i>Diamond Resorts Management, Inc.,</i></p> <p>_____ By: _____ Its: _____</p>
<p><i>Dated:</i> _____</p>	<p><i>Premiere Vacation Collections Owners Association Incorporated</i></p> <p>_____ By: _____ Its: _____</p>

<p><i>Dated:</i> _____</p>	<p>_____ Brandon T. Crossland Julie Singer Brady BAKER & HOSTETLER LLP <i>Counsel for Defendants</i></p>
<p><i>Dated:</i> _____</p>	<p>_____ Troy Magdos <i>Defendant</i></p>
<p><i>Dated:</i> _____</p>	<p><i>KA Wheeler</i> _____ Kathy Wheeler <i>Defendant</i></p>
<p><i>Dated:</i> _____</p>	<p><i>Diamond Resorts International, Inc.</i> _____ By: _____ Its: _____</p>
<p><i>Dated:</i> _____</p>	<p><i>Diamond Resorts Management, Inc.,</i> _____ By: _____ Its: _____</p>
<p><i>Dated:</i> _____</p>	<p><i>Premiere Vacation Collections Owners Association Incorporated</i> _____ By: _____ Its: _____</p>

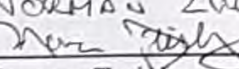
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<p>Dated: _____</p>	<p>_____ Jon L. Phelps PHELPS & MOORE, PLLC <i>Class Counsel</i></p>
<p>Dated: <u>4/7/22</u></p>	<p> _____ Edward L. Barry, Esq. LAW OFFICE OF EDWARD L. BARRY <i>Class Counsel</i></p>
<p>Dated: _____</p>	<p>_____ Norman Zwicky <i>Plaintiff</i></p>
<p>Dated: _____</p>	<p>_____ George Abarca <i>Plaintiff</i></p>
<p>Dated: _____</p>	<p>_____ Vikki Osborn <i>Plaintiff</i></p>
<p>Dated: _____</p>	<p>_____ Elizabeth Stryks-Shaw <i>Plaintiff</i></p>

SIGNATURE PAGES

<p><i>Dated.</i> _____</p>	 Jon L. Phelps PHELPS & MOORE, PLLC <i>Class Counsel</i>
<p><i>Dated.</i> _____</p>	_____ Edward L. Barry, Esq. LAW OFFICE OF EDWARD L. BARRY <i>Class Counsel</i>
<p><i>Dated.</i> _____</p>	_____ Norman Zwicky <i>Plaintiff</i>
<p><i>Dated.</i> _____</p>	_____ George Abarca <i>Plaintiff</i>
<p><i>Dated.</i> _____</p>	_____ Vikki Osborn <i>Plaintiff</i>
<p><i>Dated.</i> _____</p>	_____ Elizabeth Stryks-Shaw <i>Plaintiff</i>
<p><i>Dated.</i> _____</p>	_____ Brandon T. Crossland Julie Singer Brady BAKER & HOSTETLER LLP <i>Counsel for Defendants</i>
<p><i>Dated.</i> _____</p>	_____ Troy Magdos <i>Defendant</i>

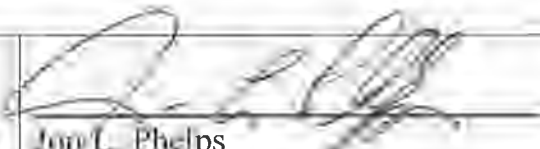
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<p>Dated: _____</p>	<p>_____ Jon L. Phelps PHELPS & MOORE, PLLC <i>Class Counsel</i></p>
<p>Dated: _____</p>	<p>_____ Edward L. Barry, Esq. LAW OFFICE OF EDWARD L. BARRY <i>Class Counsel</i></p>
<p>Dated: <u>4-6-2022</u></p>	<p><u>NORMAN ZWICKY</u>  Norman Zwicky <i>Plaintiff</i></p>
<p>Dated: _____</p>	<p>_____ George Abarca <i>Plaintiff</i></p>
<p>Dated: _____</p>	<p>_____ Vikki Osborn <i>Plaintiff</i></p>
<p>Dated: _____</p>	<p>_____ Elizabeth Stryks-Shaw <i>Plaintiff</i></p>
<p>Dated: _____</p>	<p>_____ Brandon T. Crossland Julie Singer Brady BAKER & HOSTETLER LLP <i>Counsel for Defendants</i></p>
<p>Dated: _____</p>	<p>_____ Troy Magdos <i>Defendant</i></p>

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<p><i>Dated</i> _____</p>	 Jon L. Phelps PHILIPS & MOORE, PLLC <i>Class Counsel</i>
<p><i>Dated</i> _____</p>	_____ Edward L. Barry, Esq. LAW OFFICE OF EDWARD L. BARRY <i>Class Counsel</i>
<p><i>Dated:</i> _____</p>	_____ Norman Zwicky <i>Plaintiff</i>
<p><i>Dated.</i> _____</p>	_____ George Abarca <i>Plaintiff</i>
<p><i>Dated.</i> _____</p>	_____ Vikki Osborn <i>Plaintiff</i>
<p><i>Dated:</i> _____</p>	<p><i>See footnote 2 on page 3 of motion JP</i></p> _____ Elizabeth Stryker-Shaw <i>Plaintiff</i>
<p><i>Dated:</i> _____</p>	_____ Brandon T. Crossland Julie Singer Brady BAKER & HOSTETLER LLP <i>Counsel for Defendants</i>
<p><i>Dated.</i> _____</p>	_____ Troy Magdos <i>Defendant</i>

SIGNATURE PAGES

Dated:

Jon L. Phelps
PHILPS & MOORE, PLLC
Class Counsel

Dated:

Edward L. Barry Esq.
LAW OFFICE OF EDWARD L. BARRY
Class Counsel

Dated:

Norman Awkley
Plaintiff

Dated: 01/04/2021

George Abmon
Plaintiff

Dated:

Vicki Osborn
Plaintiff

Dated:

Elizabeth Ann Shew
Plaintiff

Dated:

Brandon L. Crowland
Julie Singer Brady
BAKER & HOSTETLER LLP
Counsel for Defendants

Dated:

Troy Magdon
Defendant

SIGNATURE PAGES

<p><i>Dated:</i> _____</p>	<p>_____ Jon L. Phelps PHELPS & MOORE, PLLC <i>Class Counsel</i></p>
<p><i>Dated:</i> _____</p>	<p>_____ Edward L. Barry, Esq. LAW OFFICE OF EDWARD L. BARRY <i>Class Counsel</i></p>
<p><i>Dated:</i> _____</p>	<p>_____ Norman Zwicky <i>Plaintiff</i></p>
<p><i>Dated:</i> _____</p>	<p>_____ George Abarca <i>Plaintiff</i></p>
<p><i>Dated:</i> <u>4-6-2022</u></p>	<p><u><i>Vikki Osborn</i></u> Vikki Osborn <i>Plaintiff</i></p>
<p><i>Dated:</i> _____</p>	<p>_____ Elizabeth Stryks-Shaw <i>Plaintiff</i></p>
<p><i>Dated:</i> _____</p>	<p>_____ Brandon T. Crossland Julie Singer Brady BAKER & HOSTETLER LLP <i>Counsel for Defendants</i></p>
<p><i>Dated:</i> _____</p>	<p>_____ Troy Magdos <i>Defendant</i></p>