

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT,  
IN AND FOR LEON COUNTY, FLORIDA**

STATE OF FLORIDA  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LEGAL AFFAIRS,

Plaintiff,

GENERAL JURISDICTION DIVISION

CASE NO.: 02-CA-1296

vs.

WYNDHAM INTERNATIONAL, INC. and  
PATRIOT AMERICAN HOSPITALITY, INC.  
WILLIAM McCLEAVE and  
JEFFREY WAGONER,

Defendants.

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**PLEASE REVIEW AS YOU MAY QUALIFY FOR SIGNIFICANT MONEY  
DAMAGES AND OTHER BENEFITS.**

**NOTICE OF SETTLEMENT AGREEMENT AND CLAIM FORM**

go to [www.myfloridalegal.com](http://www.myfloridalegal.com)

**To: All persons who paid an imposed Automatic Hotel Charge (including, but not limited to, a “resort fee,” “resort service charge,” “energy fee or surcharge,” “safe fee,” “safe warranty charge,” “transportation fee,” or any other “automatic or hotel mandated nightly or per person fee or charge,” however denominated) while registered as a guest at any of the LXR Properties or Wyndham Florida Hotels (“Participating Hotels”) reflected in this Notice of Settlement Agreement and Claim Form, anytime between May 29, 1998 and July 28, 2006.**

**BACKGROUND OF THE CASE**

The State of Florida, Office of the Attorney General, Department of Legal Affairs (“Attorney General”), commenced this action on May 30, 2002, asserting various claims for monetary and injunctive relief against Wyndham International, Inc. (“Wyndham”) and other defendants arising from advertising and disclosure practices with respect to the charging of Automatic Hotel Charges. During all or part of the time period between May 29, 1998 and July 28, 2006, certain hotel properties (“Participating Hotels”) located in Florida owned, leased or managed by

Wyndham charged Automatic Hotel Charges to guests of their hotels. A “guest” is defined as a person whose stay at a Participating Hotel is not governed by or reserved pursuant to the terms of a Group Contract.

### **AUTOMATIC HOTEL CHARGES**

The Automatic Hotel Charges covered in this Agreement means and includes any automatic or hotel mandated charge that is imposed on hotel guests, other than the nightly room rate and any governmentally imposed fees or taxes. This Agreement shall not affect any optional charges affirmatively agreed to by the guests of the hotels including gratuities imposed with food service. The Automatic Hotel Charges include, but are not limited to the following: **“resort fee,” “resort service charge,” “energy fee or surcharge,” “safe fee,” “safe warranty charge,” “transportation fee,” or any other “automatic or hotel mandated nightly or per person fee or charge,” however denominated.** A guest is any person whose stay at a Participating Hotel is not governed by or reserved pursuant to the terms of a Group Contract.

### **PARTICIPATING HOTELS**

The Participating Hotels included in this Agreement are: The Reach Resort in Key West, Florida; Buena Vista Palace in Orlando, Florida; Casa Marina Resort & Beach Club in Key West, Florida; Edgewater Beach Hotel & Club in Naples, Florida; Boca Raton Resort & Club in Boca Raton, Florida; Naples Grand Resort & Club in Naples, Florida; Bahia Mar Beach Resort in Fort Lauderdale, Florida; Hyatt Regency Pier Sixty Six in Fort Lauderdale, Florida; Fort Lauderdale Grand Hotel & Yacht Club in Fort Lauderdale, Florida; Miami Beach Resort & Spa in Miami Beach, Florida; South Seas Island Resort on Captiva Island, Florida; Hilton Clearwater Beach Resort in Clearwater Beach, Florida; Hilton Cocoa Beach in Cocoa Beach, Florida; Sheraton Beach Resort Key Largo in Key Largo, Florida; Holiday Inn Fort Lauderdale Beach in Fort Lauderdale, Florida; The Sanibel Collection in Sanibel, Florida; Sanibel Inn in Sanibel, Florida; Seaside Inn in Sanibel, Florida; Song of the Sea in Sanibel, Florida; Sunset Beach in Sanibel, Florida; Sundial Resort in Sanibel, Florida; Wyndham Ft. Lauderdale Resort & Spa; Wyndham Miami Beach Resort; Wyndham Palace Resort & Spa; Wyndham Orlando Resort; Wyndham Casa Marina Resort; Wyndham Reach Resort; Santa Maria Motel; Wyndham Grand Bay – Coconut Grove; Wyndham Harbour Island; Wyndham Westshore – Tampa; Wyndham Miami Airport; Wyndham Fort Lauderdale Airport; Summerfield Suites by Wyndham – Miami Airport; Summerfield Suites by Wyndham – Orlando Lake Buena Vista; Summerfield Suites by Wyndham – Orlando International Drive; and Wyndham Biscayne Bay.

### **AGREEMENT OF COMPLIANCE**

LXR and the Participating Hotels have adopted and implemented policies and procedures governing the advertising and disclosure of Automatic Hotel Charges, which have ensured that LXR and the Participating Hotels Clearly and Conspicuously Disclose the existence, nature and amount of any Automatic Hotel Charge whenever actual room rates are quoted by LXR and Participating Hotels through channels controlled by LXR or the Participating Hotels, and to ensure that independent third parties, including vending sites, travel consolidators, wholesalers,

brokers or booking services (“Independent Third Parties”) provide Clear and Conspicuous Disclosure of Automatic Hotel Charges.

### **THE SETTLEMENT AGREEMENT**

The entire Settlement Agreement between the State of Florida, Office of the Attorney General, and Wyndham International, Inc. can be viewed at [www.myfloridalegal.com](http://www.myfloridalegal.com).

Wyndham has paid \$560,000.00 for the benefit of consumers who paid Automatic Hotel Charges during the time period relevant to this action. This fund shall be administered and distributed by an independent third party approved by the Office of the Attorney General, at the cost of Wyndham. The fund shall be distributed to applicable consumers identified by the independent third party within six (6) months of funding the escrow account. To the extent that any monies remain after distribution, such funds will be wired directly to the **Florida Hurricane Relief Fund**.

The Released Parties have paid the Attorney General the sum of \$1,800,000.00 as reimbursement for its attorneys’ fees and costs of investigation.

### **INDEPENDENT THIRD PARTY**

The Independent Third Party (the “Administrator”) chosen by Wyndham, and approved by the Attorney General, shall administer the claims process and distribute the funds according to the Settlement Agreement. The Administrator is:

Wyndham International, Inc.  
c/o Complete Claim Solutions, LLC  
P.O. Box 24687  
West Palm Beach, Florida 33416  
Toll Free Phone: (800) 930-0057

### **CLAIM PROCESS**

Each guest that was charged an Automatic Hotel Charge at a Participating Hotel during the relevant time period of this action can submit a completed Claim Form and recover reimbursement for such Charges. The Claim Form is attached to this Notice.

### **DISMISSAL AND RELEASE**

The Office of the Attorney General shall release and forever discharge the Wyndham International, Inc., Wyndham Florida Hotels, Wyndham Brand Hotels, the Wyndham Participating Hotels, Patriot American Hospitality Inc., LXR, William McCleave, Jeffrey Wagoner, Theodore Teng, Laurie Holmes, the owners and operators of Participating Hotels, and all of the present and former parents, subsidiaries, divisions, affiliates, joint venturers, officers, directors, employees, members, representatives, insurers, agents, attorneys and distributors (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the

foregoing) (the “Released Parties”), from any all manner of civil claims, demands, actions, suits and causes of action, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys’ fees (“Claims”), known or unknown, suspected or unsuspected, accrued or unaccrued, whether legal, equitable or statutory as to any claims that were or could have been brought in this Action relating to any Automatic Hotel Charges imposed by the Released Parties.

**NO ADMISSION OF LIABILITY OF WAIVER OF DEFENSES**

The Settlement Agreement and any proceedings are not intended and shall not in any event be construed as, or deemed to be, an admission or concession or evidence of any liability or any wrongdoing whatsoever on the part of any party or any Released Party. The Released Parties specifically disclaim and deny any liability or wrongdoing whatsoever with respect to the allegations and claims asserted against them in this action and entered into the Settlement Agreement solely to avoid the further expense, inconvenience, burden and uncertainty of litigation.

Dated: April 13, 2007

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT,  
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STATE OF FLORIDA  
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JEFFREY WAGONER,

Defendants.

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**CLAIM FORM**

Go to [www.myfloridalegal.com](http://www.myfloridalegal.com) for more information.

THIS DOCUMENT MUST BE POSTMARKED ON OR BEFORE OCTOBER 27, 2007.  
PLEASE MAIL THE CLAIM FORM VIA U.S. REGULAR MAIL TO:

Wyndham International, Inc.  
c/o Complete Claim Solutions, LLC  
P.O. Box 24687  
West Palm Beach, Florida 33416  
Toll Free Phone: (800) 930-0057

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Name

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Home Address

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City, State, Zip

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Signature

Date

1. I incurred an Automatic Hotel Charge between May 29, 1998 and July 28, 2006 from one or more of the Participating Hotels listed below:

- The Reach Resort in Key West, Florida
- Buena Vista Palace in Orlando, Florida
- Casa Marina Resort & Beach Club in Key West, Florida
- Edgewater Beach Hotel & Club in Naples, Florida
- Boca Raton Resort & Club in Boca Raton, Florida
- Naples Grand Resort & Club in Naples, Florida
- Bahia Mar Beach Resort in Fort Lauderdale, Florida
- Hyatt Regency Pier Sixty Six in Fort Lauderdale, Florida
- Fort Lauderdale Grand Hotel & Yacht Club in Fort Lauderdale, Florida
- Miami Beach Resort & Spa in Miami Beach, Florida
- South Seas Island Resort on Captiva Island, Florida
- Hilton Clearwater Beach Resort in Clearwater Beach, Florida
- Hilton Cocoa Beach in Cocoa Beach, Florida
- Sheraton Beach Resort Key Largo in Key Largo, Florida
- Holiday Inn Fort Lauderdale Beach in Fort Lauderdale, Florida
- The Sanibel Collection in Sanibel, Florida
- Sanibel Inn in Sanibel, Florida
- Seaside Inn in Sanibel, Florida
- Song of the Sea in Sanibel, Florida
- Sunset Beach in Sanibel, Florida
- Sundial Resort in Sanibel, Florida
- Wyndham Ft. Lauderdale Resort & Spa
- Wyndham Miami Beach Resort
- Wyndham Palace Resort & Spa
- Wyndham Orlando Resort
- Wyndham Casa Marina Resort
- Wyndham Reach Resort
- Santa Maria Motel
- Wyndham Grand Bay – Coconut Grove
- Wyndham Harbour Island
- Wyndham Westshore – Tampa
- Wyndham Miami Airport
- Wyndham Fort Lauderdale Airport
- Summerfield Suites by Wyndham – Miami Airport
- Summerfield Suites by Wyndham – Orlando Lake Buena Vista
- Summerfield Suites by Wyndham – Orlando International Drive
- Wyndham Biscayne Bay

2. I incurred one or more of the following Automatic Hotel Charges between May 29, 1998 and July 28, 2006 from one or more of the Participating Hotels:

\_\_Resort Fee and Amount \$\_\_\_\_\_

\_\_Resort Service Charge and Amount \$\_\_\_\_\_

\_\_Energy Fee or Surcharge and Amount \$\_\_\_\_\_

\_\_Safe Fee and Amount \$\_\_\_\_\_

\_\_Safe Warranty Charge and Amount \$\_\_\_\_\_

\_\_Transportation Fee and Amount \$\_\_\_\_\_

\_\_other automatic or hotel mandated nightly or per person fee or charge

Please describe and Amount: \_\_\_\_\_

I certify under perjury of penalty that, to the best of my knowledge, the information on this Claim Form is true and correct, and that this is the only claim being filed with respect to this action.

\_\_\_\_\_  
Signature and Date

**THIS DOCUMENT MUST BE POSTMARKED ON OR BEFORE OCTOBER 27, 2007.**

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