

1 XAVIER BECERRA
Attorney General of California
2 NICKLAS A. AKERS (SBN 211222)
Senior Assistant Attorney General
3 JUDITH A. FIORENTINI (SBN 201747)
JON F. WORM (SBN: 248260)
4 Supervising Deputy Attorneys General
ANGELA K. ROSENAU (SBN 182175)
5 Deputy Attorney General
600 West Broadway, Suite 1800
6 San Diego, CA 92101
Telephone: (619) 738-9349
7 Fax: (619) 645-2271
E-mail: Angela.Rosenau@doj.ca.gov
8 *Attorneys for Plaintiff*
People of the State of California

9 SUMMER STEPHAN
10 District Attorney, County of San Diego
STEPHEN M. SPINELLA (SBN 144732)
11 COLLEEN E. HUSCHKE (SBN 191402)
Deputy District Attorneys
12 330 West Broadway, Suite 750
San Diego, CA 92186-5266
13 Telephone: (619) 515-8160
E-mail: Colleen.Huschke@sdcdca.org
14 *Attorneys for Plaintiff*
People of the State of California

NO FEE PURSUANT TO
GOVERNMENT CODE § 6103

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF SAN DIEGO

19 PEOPLE OF THE STATE OF
20 CALIFORNIA,

21 Plaintiff,

22 v.

23 WELK RESORT GROUP, INC.,

24 Defendants.

Case No.

STIPULATION FOR ENTRY OF FINAL
JUDGMENT

1 Plaintiff, the PEOPLE OF THE STATE OF CALIFORNIA (hereinafter, "the People"),
2 represented by Xavier Becerra, Attorney General of the State of California, by Judith A.
3 Fiorentini and Jon F. Worm, Supervising Deputy Attorneys General, Angela K. Rosenau, Deputy
4 Attorney General; and Summer Stephan, District Attorney of San Diego County, by Stephen M.
5 Spinella, Deputy District Attorney, and Colleen E. Huschke, Deputy District Attorney; and
6 Defendant Welk Resort Group, Inc. ("Welk"), represented by its in-house counsel, Ronald E.
7 Naves, Jr., Esq., Matthew S. Wroblewski, Esq., and Dominic T. Peterson, Esq., enter into this
8 Stipulation for Entry of Final Judgment (hereinafter "Stipulation") as follows: **IT IS HEREBY**
9 **STIPULATED AND AGREED THAT:**

10 1. The Stipulated Final Judgment (herein "Final Judgment"), a copy of which is
11 attached hereto as **Exhibit A**, and by this reference made a part hereof, may be entered in the
12 above-entitled matter, and said entry of judgment may be ordered by a Judge of the Superior
13 Court.

14 2. The Superior Court of California for the County of San Diego has jurisdiction over
15 the subject matter hereof and the Parties hereto.

16 3. Welk has been represented by legal counsel throughout all of the negotiations,
17 which preceded the execution of this Stipulation, and it has executed this Stipulation with the
18 consent and on the advice of such counsel.

19 4. The People acknowledge that Welk worked promptly and cooperatively with the
20 People throughout the investigation of the matters being resolved through this Final Judgment.
21 This cooperation has been taken into account during the negotiation of the terms of this Final
22 Judgment.

23 5. The People acknowledge that Welk made changes and revisions to its vacation
24 timeshare sales practices and procedures during the pendency of the People's investigation.
25 These changes and revisions include the development and implementation of a Vacation
26 Ownership and Timeshare Act ("VOTA") compliance program, beginning in 2015, that required
27 the creation of new sales training manuals, mandatory sales training, and retention of compliance
28 counsel. Welk also implemented a policy and practice of recording contract review and signing

1 sessions by video and audio, when possible, subject to the purchasers' consent.

2 6. The language of this Stipulation and of the Final Judgment was negotiated by the
3 parties. It is agreed that if an ambiguity arises, there is no presumption that documents should be
4 interpreted against any Party, and the presumption set forth in Civil Code section 1654 is
5 inapplicable.

6 7. The Parties waive the right to appeal, to attempt to set aside or vacate, or otherwise
7 to attack, directly or collaterally, the attached Final Judgment.

8 8. The Final Judgment is being entered by agreement of the parties in order to
9 compromise and resolve claims asserted by the People, which claims are denied by Welk. The
10 Final Judgment shall be entered without trial or adjudication of any issue of fact or law. The
11 Final Judgment shall not be construed as an admission by Welk of any fault or wrongdoing, or as
12 an admission of any fact, issue of law, or violation of law alleged generally or specifically,
13 expressly or impliedly, in the People's Complaint for Injunction, Civil Penalties and other
14 Equitable Relief ("Complaint").

15 9. The filing of this Stipulation and the attached Final Judgment may be made by the
16 ex-parte appearance of the People. Welk waives the right to personal notice of any such filing.
17 Service of the Complaint and any accompanying papers and the notice of entry of judgment shall
18 be achieved via overnight delivery and electronic mail to Welk's counsel: Welk Resort Group,
19 Inc., 300 Rancheros Drive, Suite 450, San Marcos, CA 92069.

1 10. This Stipulation may be signed by counsel and by the Parties in counterpart and on
2 separate signature pages, if necessary.

3 FOR THE PEOPLE:

4 DATED: 05-29-2020

XAVIER BECERRA
ATTORNEY GENERAL
FOR THE STATE OF CALIFORNIA

7
8 By 

Angela K. Rosenau
Deputy Attorney General

10 DATED: _____

SUMMER STEPHAN
DISTRICT ATTORNEY
FOR THE COUNTY OF SAN DIEGO

13
14 By _____

Colleen E. Huschke
Deputy District Attorney

15 FOR DEFENDANT:

17 DATED: _____

WELK RESORT GROUP, INC.

19 By: _____

[Officer's Name]

21 Its: _____

[Title]

23 DATED: _____

WELK RESORT GROUP, INC.

25 By: _____

Ronald E. Naves, Jr., Esq.
Attorney for Welk Resort Group, Inc.,

1 10. This Stipulation may be signed by counsel and by the Parties in counterpart and on
2 separate signature pages, if necessary.

3 FOR THE PEOPLE:

4 DATED: _____ XAVIER BECERRA
5 ATTORNEY GENERAL
6 FOR THE STATE OF CALIFORNIA

7
8 By _____
9 Angela K. Rosenau
10 Deputy Attorney General

11 DATED: May 27, 2020 SUMMER STEPHAN
12 DISTRICT ATTORNEY
13 FOR THE COUNTY OF SAN DIEGO

14 By Colleen E. Huschke
15 Colleen E. Huschke
16 Deputy District Attorney

17 FOR DEFENDANT:

18 DATED: _____ WELK RESORT GROUP, INC.

19 By: _____
20 [Officer's Name]

21 Its: _____
22 [Title]

23 DATED: _____ WELK RESORT GROUP, INC.

24
25 By: _____
26 Ronald E. Naves, Jr., Esq.
27 Attorney for Welk Resort Group, Inc.,
28

1 10. This Stipulation may be signed by counsel and by the Parties in counterpart and on
2 separate signature pages, if necessary.

3 FOR THE PEOPLE:

4 DATED: _____ XAVIER BECERRA
5 ATTORNEY GENERAL
6 FOR THE STATE OF CALIFORNIA


7
8 By _____
9 Angela K. Rosenau
Deputy Attorney General

10 DATED: _____ SUMMER STEPHAN
11 DISTRICT ATTORNEY
12 FOR THE COUNTY OF SAN DIEGO

13
14 By _____
15 Colleen E. Huschke
Deputy District Attorney

16 FOR DEFENDANT:

17 DATED: 5/29/2020 WELK RESORT GROUP, INC.

18
19 By: 
20 [Officer's Name] Jonathan P. Friedrichs
21 Its: President & CEO
22 [Title]

23 DATED: 5/29/2020 WELK RESORT GROUP, INC.

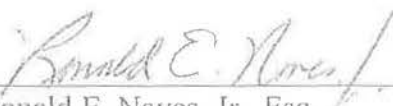
24
25 By: 
26 Ronald E. Naves, Jr., Esq.
27 Attorney for Welk Resort Group, Inc.,
28

EXHIBIT A

1
2
3
4
5
6
7
8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF SAN DIEGO [CENTRAL BRANCH]**
11

12 **PEOPLE OF THE STATE OF**
13 **CALIFORNIA,**

14 Plaintiff,

15 **v.**

16 **WELK RESORT GROUP, INC., a**
17 **California corporation,**

18 Defendant.
19
20
21

Case No.

STIPULATED FINAL JUDGMENT

22 Plaintiff, the PEOPLE OF THE STATE OF CALIFORNIA (hereinafter, "the People" or
23 "Plaintiff"), appears through and by Xavier Becerra, Attorney General of the State of California,
24 by Judith A. Fiorentini and Jon F. Worm, Supervising Deputy Attorneys General, and Angela K.
25 Rosenau, Deputy Attorney General; Summer Stephan, District Attorney of San Diego County, by
26 Stephen M. Spinella, Deputy District Attorney, and Colleen E. Huschke, Deputy District Attorney.
27 Defendant Welk Resort Group, Inc. ("Welk" or "Defendant"), appears through its in-house
28 counsel, Ronald E. Naves, Jr., Esq., Matthew S. Wroblewski, Esq., and Dominic T. Peterson, Esq.

1 The People and Welk (the "Parties") have stipulated that this Final Judgment may be entered
2 as follows:

3 This Stipulated Final Judgment ("Final Judgment") may be signed by any judge of the San
4 Diego Superior Court.

5 Plaintiff has filed its Complaint for Injunction, Civil Penalties and Other Equitable Relief
6 ("Complaint") in this matter pursuant to California Business and Professions Code sections 17200
7 et seq. and 17500 et seq.

8 Welk denies the allegations of the Complaint and does not admit any violations of law or
9 any wrongdoing. This Final Judgment is being entered in connection with a settlement of the
10 disputed claims set forth in the Complaint. No part of this Final Judgment, including statements
11 herein and Welk's commitments to engage in or forego certain conduct, and to provide certain
12 monetary relief, shall constitute evidence of any liability, fault, or wrongdoing by Welk; and

13 This Final Judgment is entered by agreement of the Parties without trial or adjudication of
14 any issue of fact or law or finding of wrongdoing or liability of any kind.

15 The Court having considered the pleadings and the Stipulation for Entry of Final Judgment
16 ("Stipulation") executed by the Plaintiff and Defendant filed herewith, and good cause appearing,

17 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

18 1. This Final Judgment is entered pursuant to and subject to California Business and
19 Professions Code sections 17200 et seq. and 17500 et seq.

20 2. The Parties waive the right to appeal this Final Judgment both as to form and content.

21 **I. PARTIES**

22 3. The People of the State of California are the Plaintiff in this case.

23 4. Welk Resort Group, Inc. ("Welk") is the Defendant in this case.

24 **II. JURISDICTION AND VENUE**

25 5. Defendant, at all relevant times, has transacted business in the State of California,
26 including, but not limited to, San Diego County.

27 6. The San Diego County Superior Court has jurisdiction over the subject matter of this
28 lawsuit and over the Parties, and is a proper venue for this action.

III. APPLICABILITY

7. This Final Judgment is applicable to Welk and to its subsidiaries and affiliates, including, but not limited to, all subsidiaries and affiliates which: (a) offer, sell, develop or promote any Timeshare Interests and/or Timeshare Plans in the State of California; (b) own, manage, operate, facilitate or promote any Exchange Programs; or (c) offer, sell or promote any Incidental Benefits. Accordingly, wherever the term "Welk" or "Defendant" appears in this Final Judgment, it shall mean Welk together with said subsidiaries and affiliates. This Final Judgment shall also apply to Welk's agents, servants, employees, representatives, officers, directors, managers, successors and assigns.

IV. DEFINITIONS

8. For purposes of this Final Judgment, the following definitions apply:
- a. "Claimant Purchasers" means current and former Timeshare Owners who: (1) purchased a Timeshare Interest from Welk at any Welk Resort located in California during the Relevant Time Period; (2) do not qualify as Known Purchasers; (3) submit a written Claim Form alleging that Welk violated VOTA in connection with the timeshare sale that occurred in the Relevant Time Period; and (4) have not already released claims related to any alleged VOTA violations.
 - b. "Completed Reservation" means that Welk's records indicate the Timeshare Owner used their Timeshare Interest, including, but not limited to, at a Welk Resort or at other properties available through an Exchange Program.
 - c. "Effective Date of Judgment" means the date this Final Judgment is file-endorsed by the Clerk of the Court, following approval and signature by a Judge of the Superior Court.
 - d. "Exchange Program(s)" shall have the meaning set forth in California Business and Professions Code section 11212 subdivision (l).
 - e. "Incidental Benefit(s)" shall have the meaning set forth in California Business and Professions Code section 11212 subdivision (m).
 - f. "Known Purchasers" means current and former Timeshare Owners, as agreed

1 upon by the Parties and as set forth in Appendix A: (1) who purchased a
2 Timeshare Interest from Welk at any Welk Resort located in California during the
3 Relevant Time Period; (2) submitted a written complaint to the Better Business
4 Bureau, the California Attorney General's Office, the San Diego County District
5 Attorney's Office, the California Department of Real Estate (formerly known as
6 the California Bureau of Real Estate) or to Welk by the date of the filing of the
7 Stipulation for Entry of Final Judgment; (3) said written complaint alleged that
8 during the timeshare presentation at which they made the purchase within the
9 Relevant Time Period, Welk engaged in conduct that violated VOTA; and (4)
10 have not already released their claims against Welk related to any alleged VOTA
11 violations.

- 12 g. "Covered Points" shall refer to the Welk Platinum Points purchased by a Known
13 Purchaser at the sales presentation that was the subject of the complaint
14 referenced in 8(f), above.
- 15 h. "Ownership Interest" shall mean the undivided Timeshare Interest, regardless of
16 the number of individual owners of the Timeshare Interest (e.g., husband and
17 wife) as denominated on the Timeshare Interest Contract.
- 18 i. "Public Report" shall have the meaning set forth in California Business and
19 Professions Code section 11212 subdivision (r) and as further set forth in
20 California Business and Professions Code section 11234.
- 21 j. "Relevant Time Period" means January 1, 2011, through March 31, 2016.
- 22 k. "Timeshare Interest(s)" shall have the meaning set forth in California Business
23 and Professions Code sections 11212 subdivision (x) and/or any timeshare plans,
24 programs or products listed in 11211.5 subdivisions (a) through (d) inclusive.
- 25 l. "Timeshare Interest Contract" shall mean the contract or agreement by which any
26 Timeshare Owner acquired any Timeshare Interest.
- 27 m. "Timeshare Owner" shall mean anyone, regardless of domicile, who purchased
28 any Timeshare Interest from Welk following a timeshare presentation at a Welk

1 Resort in California.

2 n. "Timeshare Plan(s)" shall have the meaning set forth in California Business and
3 Professions Code section 11212 subdivision (z).

4 o. "Vacation Ownership Association(s)" shall mean the official association(s) of
5 Welk Timeshare Owners, however structured and regardless of the nature or
6 composition of any board members, directors or managers thereof, which are
7 organized and operate pursuant to California Business and Professions Code
8 Section 11212(c);

9 p. "VOTA" shall mean the Vacation Ownership and Time-Share Act of 2004,
10 codified at California Business and Professions Code Section 11210 *et seq.*

11 q. "Welk Resort" shall mean the California-based vacation resorts where Welk sells
12 Timeshare Interests.

13 V. INJUNCTION

14 9. In connection with the advertising, marketing, offering, promotion, purchase, sale,
15 and/or rescission of any Timeshare Interest, Timeshare Plan, Exchange Program, or Incidental
16 Benefit offered by Welk to any person at any location in the State of California, whether or not
17 that person is domiciled in California, Welk is hereby enjoined and restrained from engaging in
18 any of the following:

- 19 a. Violating any provision of VOTA, including but not limited to the provisions of
20 California Business and Professions Code Section 11245;
- 21 b. Failing to inform any prospective purchaser who contacts Welk with a request to
22 cancel a purchase within the rescission period provided by California Business
23 and Professions Code section 11238 of all of the procedures necessary to
24 effectively cancel the purchase;
- 25 c. Failing to cancel a purchase upon the receipt of a valid timely written rescission
26 notice. Welk may not obtain from the purchaser a waiver or cancellation of the
27 rescission;
- 28 d. Failing to provide any refund of moneys, within the required timeframe, due to

- 1 the prospective purchaser upon receipt of a valid timely notice of rescission;
- 2 e. Making any material misrepresentation or omission that is false or misleading
- 3 regarding the following:
- 4 i. any Timeshare Interest, Timeshare Plan, Exchange Program, or Incidental
- 5 Benefit offered by Welk;
- 6 ii. the current or future availability of any buy-back program by which a
- 7 purchaser of any Timeshare Interest may sell his or her Timeshare Interest
- 8 back to Welk, including, but not limited to, any guarantees to buy back the
- 9 purchaser's Timeshare Interest, or that any buy-back by Welk of any
- 10 Timeshare Interest will net or gross a particular sum of money;
- 11 iii. the current or future availability of a resale program, the resale price, or
- 12 resale value of the Timeshare Interest;
- 13 iv. the existence or availability of any tax benefits with regard to Timeshare
- 14 Interest ownership, including, but not limited to, tax benefits as the result of
- 15 charitable donations of Timeshare Interests;
- 16 v. any Exchange Program, including, but not limited to, the availability of
- 17 particular properties in any Exchange Program, the length of time a
- 18 Timeshare Owner may expect prior to confirmation of any exchange under
- 19 any Exchange Program, and the value of owning a Timeshare Interest in any
- 20 Welk property as it pertains to Timeshare Owner's participation in any
- 21 Exchange Program;
- 22 vi. the existence or availability of any Welk Timeshare Plan or Timeshare
- 23 Interest, which is not listed in the Public Report if required by law. By way
- 24 of illustration and not as a limitation, it shall be a violation of this injunction
- 25 for Welk to claim, represent or advertise that there is more than one type of
- 26 ownership program, either the Welk Resorts "Platinum Program" or its
- 27 "Standard Ownership," or any representation that the Welk Resorts
- 28 "Platinum Program" contains certain ownership features not available with

“Standard Ownership,” when no “Standard Ownership” Timeshare Plan or Timeshare Interest is listed in the Public Report;

vii. refinancing options at any bank, credit union, or other financial institution;

or,

viii. the current or future availability of any rental program (by which a purchaser of any Timeshare Interest may rent his or her Timeshare Interest, whether offered by Welk, a VOA, or any other entity), including, but not limited to, the ability to make a financial profit, or to net or gross a particular sum of money.

VI. COMPLIANCE

10. Within 30 days of the Effective Date of Judgment, Welk shall, to the extent it has not already done so:

a. Create, implement, and maintain written policies that set forth practices and procedures sufficient to ensure compliance with this Final Judgment (hereinafter collectively, “Compliance Policies”) as well as all relevant provisions of VOTA, including, but not limited to, California Business & Professions Code Section 11245;

b. Establish a record retention policy applicable to complaints received from individuals who attended a Welk Timeshare sales presentation, as well as information regarding how the complaints were resolved. These complaint materials must be maintained for a period of not less than five (5) years and must be provided to the People or other law enforcement or regulatory agency within thirty (30) days of a written request (unless another deadline is agreed to by the People); and,

c. Create, implement, and maintain records requiring that all sales employees attend mandatory training, including VOTA, and pass a sales and compliance exam in order to begin selling Timeshare Interests on Welk's behalf. Welk shall require all employees who make sales presentations, negotiate sales with customers, or

1 finalize sales contracts and provide disclosures to individuals to retake and pass
2 the sales and compliance exam annually.

- 3 d. For a period of five (5) years from the Effective Date of Judgment, distribute the
4 Compliance Policies and a copy of this Final Judgment to all corporate executives
5 at the Vice President level or above, as well as all sales and other personnel who
6 make sales presentations or negotiate sales with customers or finalize sales
7 contracts and provide disclosures to individuals; and retain proof of delivery.
- 8 e. For a period of five (5) years from the Effective Date of Judgment, conduct at
9 least one unannounced compliance review per year (hereinafter "Compliance
10 Reviews") of group and individual sales presentations at each Welk Resort
11 located in California to ensure compliance with the terms of this Final Judgment
12 and Welk's Compliance Policies. Welk shall provide the results of the
13 Compliance Review, which shall include a general description of any training or
14 disciplinary actions taken with respect to Welk employees as a result of the
15 Compliance Review, to the People within ninety (90) days of completion of any
16 training or disciplinary actions, to Deputy District Attorney Colleen E. Huschke,
17 Office of the District Attorney, County of San Diego, 330 West Broadway, Suite
18 750, San Diego, California 92101. Any training or disciplinary action being taken
19 as a result of the Compliance Review shall be completed no later than sixty (60)
20 days from the completion of the Compliance Review.

21 11. Welk shall record the contract review and signing process by audio and video
22 recording when possible, subject to the purchaser's consent. In the event Welk implements
23 telephonic and/or video conference sales, and is unable to record the contract review and signing
24 process, Welk shall record by audio and/or video the sales process, subject to the purchaser's
25 consent. These audio and/or video recordings must be maintained for a period of not less than five
26 (5) years and must be provided to the People or other law enforcement or regulatory agency within
27 thirty (30) days of a written request (unless another deadline is agreed to by the People).

28 12. In any case where Welk, or any company or individual acting on Welk's behalf, made

1 any negative report to any credit reporting agency with regard to any Known Purchaser included
2 in the Verified Known Purchaser Report referenced below at Paragraph 27, or any Claimant
3 Purchaser included in the Verified Claimant Purchaser Report, referenced below at Paragraph 32,
4 Welk shall notify all three major credit reporting agencies and request the cancellation or deletion
5 of any negative reporting marks or references no later than thirty (30) days after remitting
6 restitution payment to the Known or Claimant Purchaser.

7 **VII. RESTITUTION PROGRAM**

8 13. Pursuant to California Business and Professions Code section 17203 and 17535,
9 Defendant shall pay restitution to Known Purchasers and Claimant Purchasers in the forms and
10 amounts set forth in paragraphs 14 through 20 below.

11 **A. Form and Amount of Restitution to Known Purchasers**

12 14. **Known Purchasers Who No Longer Own a Timeshare Interest:** Known
13 Purchasers who no longer own a Welk Timeshare Interest shall be entitled to a refund of all
14 monies paid to Welk in connection with the Covered Points, including, but not limited to, any
15 down payments, loan payments, interest payments, Vacation Ownership Association dues, and any
16 other fees (e.g., late fees) paid to Welk by the Known Purchaser that were attributable to the
17 purchase of the Covered Points. Any such refund shall be subject to a reduction based on extent
18 of use as follows:

- 19 a. Known Purchasers with no Completed Reservations shall be entitled to 100% of
20 funds paid to Welk;
- 21 b. Known Purchasers with one Completed Reservation shall be entitled to 85% of
22 funds paid to Welk;
- 23 c. Known Purchasers with two Completed Reservations shall be entitled to 70% of
24 funds paid to Welk;
- 25 d. Known Purchasers with three Completed Reservations shall be entitled to 55% of
26 funds paid to Welk;
- 27 e. Known Purchasers with four Completed Reservations shall be entitled to 35% of
28 funds paid to Welk;

1 f. Known Purchasers with five to ten Completed Reservations shall be entitled to
2 20% of funds paid to Welk; and

3 g. Known Purchasers with eleven or more Completed Reservations shall be entitled
4 to 10% of funds paid to Welk.

5 **15. Known Purchasers Who Wish to Rescind their Purchase of the Covered Points:**

6 Known Purchasers who, as of the Effective Date of the Judgment, still own the Covered Points
7 and wish to rescind their purchase of the Covered Points shall be entitled to a refund of all monies
8 paid to Welk, including, but not limited to, any down payments, loan payments, interest payments,
9 Vacation Ownership Association dues, and any other fees (e.g., late fees) paid to Welk that were
10 attributable to the purchase of the Covered Points, subject to the same reductions based on extent
11 of use as set forth in paragraph 14 above. The refund shall be conditioned on the following:

12 a. Known Purchasers whose Welk Timeshare Interest consists entirely of Covered
13 Points shall be required to execute an agreement that rescinds their existing
14 Timeshare Interest Contract and returns the Timeshare Interest to Welk.

15 b. Known Purchasers for whom the Covered Points represent only a portion of total
16 Welk Platinum Points owned shall be required to execute an agreement that
17 returns the Covered Points to Welk and downgrades their Timeshare Interest to
18 the point value it would have absent the Covered Points.

19 **16.** Known Purchasers who choose to rescind their purchase of the Covered Points shall
20 have forty-five (45) days from the date the agreement that rescinds the Covered Points is
21 transmitted to the Known Purchaser to return the agreement. The return of the agreement shall be
22 deemed timely if it is postmarked, if returned by mail, or, if returned electronically, by the date of
23 the electronic transmittal, within the forty-five (45) days. If Welk does not receive the signed
24 agreement by any Known Purchaser who opted for rescission within twenty (20) days after
25 transmittal of the agreement, Welk shall promptly contact such Known Purchaser to provide a
26 reminder of the deadline to return the signed agreement.

27 **17. Known Purchasers Who Wish to Retain the Covered Points:** Known Purchasers
28 who, as of the Effective Date of the Judgment, still own the Covered Points and wish to retain

1 those Points shall be entitled, at their election, to one of the following:

- 2 a. A cash payment of \$2,000 per Ownership Interest;
- 3 b. A resort credit valued at \$3,000 per Ownership Interest. The resort credit may be
4 used toward any fee-based services or amenities offered at any Welk property
5 such as restaurants, golf courses, pools, fitness centers, activity centers, theatres,
6 etc.; or
- 7 c. 30,000 Welk Platinum Points per Ownership Interest for owners with an annual
8 product, or 60,000 Platinum Points per Ownership for owners with a biennial
9 product, which shall be credited by Welk to the Timeshare Owner's Platinum
10 Points account with Welk (or credited by any Vacation Ownership Association
11 that manages any Timeshare Owner's Platinum Points account), and which may
12 be used in accordance with the Timeshare Owner's existing agreements and/or
13 contracts with Welk, which regulate the use and/or exchange of Welk Platinum
14 Points.

15 18. In the event any Timeshare Owner, at any time within one year from the Effective
16 Date of the Judgment, notifies Welk (including the Welk Administrator), the San Diego County
17 District Attorney's Office, or the California Attorney General's Office in writing that he or she is a
18 Known Purchaser pursuant to the criteria referenced in Paragraph 8.f. but was not included in the
19 list of individuals in Appendix A, the Timeshare Owner and Welk shall meet and confer in good
20 faith in order to attempt to determine whether such Timeshare Owner qualifies as a Known
21 Purchaser pursuant to the criteria referenced in Paragraph 8.f. Should the Timeshare Owner
22 demonstrate that the Timeshare Owner satisfies the criteria referenced in paragraph 8.f., then the
23 Timeshare Owner shall be eligible for restitution as set forth in Paragraphs 14-16 above. To the
24 extent that the Timeshare Owner and Welk are unable to agree on whether the Timeshare Owner
25 qualifies as a Known Purchaser, either the Timeshare Owner or Welk may apply to the Court for
26 assistance in resolving the dispute. To the extent any individual is added as a Known Purchaser
27 either through agreement by Welk or Court intervention, that individual shall be provided the
28 Notice and Claim Form contained in Paragraph 22 promptly, but not later than fourteen (14) days,

1 with the return of a completed Claim Form postmarked, or for transmittal via electronic means
2 transmitted, within thirty (30) days from the date of the Notice. The documentation required
3 under Paragraph 15(a) or (b) shall then be promptly transmitted to the added Known Purchaser
4 who shall have forty-five (45) days from the date of transmittal to return the completed agreement.
5 Payment of restitution shall be pursuant to Paragraph 36(a) through (c), or Paragraph 41, as
6 applicable. Any additional amounts due to a Known Purchaser under the meet and confer
7 requirement or ordered by the Court shall to be paid as restitution following the process contained
8 in this Paragraph exclusive of the \$1,000,000 restitution fund referenced in Paragraph 21 below.

9 **B. Form and Amount of Restitution to Claimant Purchasers**

10 19. **Claimant Purchasers Who No Longer Own a Timeshare Interest:** Claimant
11 Purchasers who no longer own their Welk Timeshare Interest shall be entitled to a cash payment
12 of up to \$2,000 per former Ownership Interest subject to Paragraph 21 below.

13 20. **Claimant Purchasers Who Own a Timeshare Interest:** Claimant Purchasers who
14 own their Welk Timeshare Interest shall be entitled, at their election, to one of the following,
15 subject to Paragraph 21 below:

- 16 a. A cash payment of up to \$2,000 per Ownership Interest;
- 17 b. A resort credit valued up to \$3,000 per Ownership Interest. The resort credit may
18 be used toward any fee-based services or amenities offered at any Welk property
19 such as restaurants, golf courses, pools, fitness centers, activity centers, theatres,
20 etc.; or
- 21 c. Up to 30,000 Welk Platinum Points per Ownership Interest for owners with an
22 annual product, or 60,000 Platinum Points per Ownership for owners with a
23 biennial product, which shall be credited by Welk to the Timeshare Owner's
24 Platinum Points account with Welk (or with any Vacation Ownership
25 Association, which manages any Timeshare Owner's Platinum Points account)
26 and which may be used in accordance with the Timeshare Owner's existing
27 agreements and/or contracts with Welk, which regulate the use and/or exchange
28 of Welk Platinum Points.

1 21. The total amount of restitution available to Claimant Purchasers under Paragraphs 19
2 and 20 above shall be \$1,000,000. For purposes of this Judgment only, option (b) in Paragraph 20
3 shall be deemed to have a cash value of \$2,000 and option (c) shall be deemed to have a cash
4 value of \$2,000 for 30,000 annual points and \$4,800, for 60,000 biennial points. Should the total
5 value of restitution requested in the Claim Forms submitted by Claimant Purchasers exceed
6 \$1,000,000, the amount of restitution to each Claimant Purchaser shall be reduced pro rata.
7 Reasonable steps shall be taken to ensure the amount paid to any Claimant Purchaser will not
8 exceed the total paid for the purchase, financing and maintenance of that Claimant Purchaser's
9 Timeshare Interest. Should the total value of such restitution paid to Claimant Purchasers be less
10 than \$1,000,000, the balance of the remaining funds shall be converted to cy pres restitution as set
11 forth in Paragraph 39 below.

12 **C. Notice and Claim Form: Known Purchasers**

13 22. Not later than thirty (30) days from the Effective Date of Judgment, Welk shall mail
14 (or cause to be mailed) and, where an email address is available in Welk's records, email a Notice
15 and Claim Form to each Known Purchaser at his or her last known address. The form and content
16 of the Notice for both mail and email shall be in a form approved by the People and shall:

- 17 a. Reference this Final Judgment;
- 18 b. Advise each Known Purchaser that he or she has the right to request restitution in
19 the amount listed for said Known Purchaser, as set forth in Appendix A, which is
20 incorporated by reference herein;
- 21 c. Advise each Known Purchaser who currently owns his or her Timeshare Interest
22 of the option to rescind their purchase of the Covered Points and state the refund
23 amount that would be due to the Known Purchaser, as provided in Appendix A, if
24 he or she elects this option.
- 25 d. Advise each Known purchaser who currently owns his or her Timeshare Interest
26 that choosing the rescission option will require relinquishing some or all of their
27 existing Welk Platinum Points and state the number of points that the Known
28 Purchaser would be required to relinquish, if he or she elects this option.

- 1 c. Advise each Known Purchaser of the alternative remedies available to Known
2 Purchasers who wish to retain their entire Welk Timeshare Interest.
- 3 f. Instruct each Known Purchaser that to claim restitution under this Final Judgment,
4 the Claim Form enclosed with the Notice must be completed and postmarked no
5 later than sixty (60) days from the date of the Notice. Instruct each Known
6 Purchaser that the Claim Form can also be downloaded from a Welk sponsored
7 website for mailing, or transmittal via electronic means to the Welk administrator
8 no later than sixty (60) days from the date of the Notice;
- 9 g. Advise each Known Purchaser that in exchange for accepting the payment of
10 restitution specified in the Claim Form under this Final Judgment, he or she is
11 required to execute the Release incorporated on the enclosed Claim Form giving
12 up any rights or remedies he or she may have against Welk arising out of or
13 related to any alleged false or misleading statements or omissions in connection
14 with the advertising, marketing, offering, promotion, purchase, sale and/or
15 rescission of any Timeshare Interest, or any alleged VOTA violations during the
16 Relevant Time Period, whether known to exist at the time of the release or not;
17 and
- 18 h. Advise each Known Purchaser to consult with an attorney in the event that he or
19 she has any questions about whether execution of the Release is in his or her best
20 interest.

21 23. The Claim Form for Known Purchasers referenced in Paragraph 22 above shall be in a
22 form approved by the People.

23 24. In the event any Notice sent to any Known Purchaser is returned as undeliverable,
24 Welk shall use its best efforts to locate an alternative address at which the Known Purchaser may
25 be contacted, and Welk shall promptly re-send the Notice and any enclosures to the alternative
26 address.

27 25. If Welk has received no contact from a Known Purchaser within sixty (60) days of the
28 date Welk sent Notice to the Known Purchaser, and Welk has no information that the Notice

1 directed to the Known Purchaser was undelivered, Welk shall determine whether its records
2 contain a phone number for the Known Purchaser. If so, Welk shall attempt to contact the Known
3 Purchaser by phone within ten (10) business days of the end of the sixty (60) day claim period to
4 verify that the Known Purchaser has received the Notice described above and if not, to obtain an
5 alternative mail and/or email address to send the Notice. The Known Purchaser shall have forty-
6 five (45) days from mailing of the replacement Claim Form to submit the replacement Claim
7 Form.

8 26. If Welk receives a Claim Form that it deems to be invalid or improperly completed,
9 Welk shall contact the Known Purchaser, both by mail and also by email or phone if such contact
10 information is available, inform the Known Purchaser of the deficiency in the Claim Form, and
11 provide a replacement Claim Form. The Known Purchaser shall have forty-five (45) days from
12 mailing of the replacement Claim Form to submit the replacement Claim Form correcting the
13 deficiency.

14 27. Not later than one hundred eighty (180) days from the Effective Date of Judgment,
15 Welk shall provide to the People a report (referred to herein as the "Verified Known Purchaser
16 Report") in the form of a spreadsheet using Microsoft Excel or equivalent searchable software
17 containing the following information as to each Known Purchaser:

- 18 a. Whether the Known Purchaser has submitted a Claim Form;
- 19 b. For those Known Purchasers submitting a Claim Form, either (1) the restitution
20 form and amount selected by the Known Purchaser and due under this Final
21 Judgment; or (2) the specific reasons that Welk concluded that the submitted
22 Claim Form was incomplete or otherwise invalid and the status of any further
23 communication as required under Paragraph 24 above;
- 24 c. For those Known Purchasers who have not submitted a Claim Form to Welk, the
25 status of attempts to reach each Known Purchaser pursuant to Paragraphs 24 and
26 25 above; and
- 27 d. Whether the Known Purchaser has expressly declined to claim restitution under
28 this Final Judgment.

1 28. Welk shall submit to the People a declaration, executed under penalty of perjury,
2 that the Verified Known Purchaser Report in paragraph 27 is true and correct to the best of his or
3 her knowledge. Welk shall provide the People with any information they request pertaining to the
4 information in the Verified Known Purchaser Report within ten (10) business days of any such
5 written request.

6 **D. Notice and Claim Form: Claimant Purchasers**

7 29. On a date certain, no later than thirty (30) days from the Effective Date of Judgment,
8 Welk shall cause to be published a Notice, in a form approved by the People. The Notice shall be
9 published in both a medium of general, widespread circulation (e.g., print media or radio presence
10 with a general circulation within the State of California), and in local Welk controlled media (e.g.
11 printed or electronic newsletter, direct mail, or direct email) with such Welk media designed to
12 reach current Timeshare Owners who purchased during the Relevant Time Period. The Notice
13 shall:

- 14 a. Reference this Final Judgment;
- 15 b. Advise Timeshare Owners that they may be eligible to receive restitution if they
16 meet the criteria for a Claimant Purchaser as described in Paragraph 8.a. above;
- 17 c. Advise that a restitution fund has been established to provide restitution to eligible
18 Claimant Purchasers as provided in Paragraphs 19 through 21 above;
- 19 d. Advise that the restitution fund is \$1,000,000 and, therefore, depending on the
20 number of participants, the amount of available restitution pursuant to Paragraph
21 20 above may be reduced pro rata;
- 22 e. Instruct that to claim restitution under this Final Judgment, the Claim Form
23 enclosed with the Notice must be postmarked no later than sixty (60) days from
24 the publication date of the Notice;
- 25 f. Instruct that the Claim Form may also be downloaded from a Welk sponsored
26 website and printed for submission by mail or transmittal via electronic means to
27 the Welk administrator no later than sixty (60) days from the publication of the
28 Notice;

- 1 g. Advise that in exchange for accepting the payment of restitution under this Final
2 Judgment as a Claimant Purchaser, they will be required to execute a Release
3 giving up any rights or remedies he or she may have against Welk arising out of
4 or related to any alleged false or misleading statements or omissions in connection
5 with the advertising, marketing, offering, promotion, purchase, sale and/or
6 rescission of any Timeshare Interest, or any alleged VOTA violations, during the
7 Relevant Time Period, whether known to exist at the time of the release or not.
8 No release shall be required or executed until the Claimant Purchaser is provided
9 with the actual amount of restitution they will receive under this Final Judgment;
10 and
11 h. Advise the Timeshare Owner to consult with an attorney in the event they have
12 any questions about whether acceptance of the restitution and execution of the
13 Release is in their best interest.

14 30. The Claim Form for Claimant Purchasers referenced in Paragraph 29 above shall be
15 in a form approved by the People.

16 31. If Welk receives a Claim Form that it deems to be invalid or improperly completed,
17 Welk shall contact the Claimant Purchaser, both by mail and also by email or phone if such
18 contact information is available, inform the Claimant Purchaser of the deficiency in the Claim
19 Form, and provide a replacement Claim Form. The Claimant Purchaser shall have forty-five (45)
20 days from mailing of the replacement Claim Form to submit the replacement Claim Form
21 correcting the deficiency.

22 32. Not later than one hundred eighty (180) days from the Effective Date of Judgment,
23 Welk shall provide to the People a report (referred to herein as the "Verified Claimant Purchaser
24 Report") in the form of a spreadsheet using Microsoft Excel or equivalent searchable software
25 containing the following information:

- 26 a. The name of each Claimant Purchaser, the Ownership Interest of each Claimant
27 Purchaser, and the specific restitution elected by the Claimant Purchaser;
28 b. The amount of restitution to be provided to each Claimant Purchaser, including an

1 explanation of any pro rata reductions in the restitution amount under Paragraph
2 21 above; and

3 c. Whether Welk rejected any submissions, and if so, the specific reasons for each
4 rejection, and the steps taken by Welk to resolve the matter (hereinafter "Disputed
5 Claim").

6 33. Should the Timeshare Owner and Welk not reach a resolution on any Disputed Claim
7 referenced in Paragraph 32.c. above, then the Timeshare Owner or Welk may apply to the Court
8 for assistance in resolving the dispute. Should the Court determine that the Timeshare Owner
9 qualifies as a Claimant Purchaser, then the Claimant Purchaser will be entitled to select a remedy
10 pursuant to Paragraph 20(a)-(c) above. Any remedies provided under this Paragraph shall be in
11 addition to the \$1,000,000 restitution fund referenced in Paragraph 21 above.

12 34. Welk shall submit to the People a declaration, executed under penalty of perjury, that
13 the Verified Claimant Purchaser Report in Paragraph 32 is true and correct to the best of his or her
14 knowledge. Welk shall provide the People with any information they request pertaining to any
15 information in the Verified Claimant Purchaser Report within thirty (30) business days of any
16 such written request.

17 35. Welk shall, within ten (10) days of the completion of the Verified Claimant Purchaser
18 Report, send to each Claimant Purchaser who submitted a valid claim, a Second Claim Form, in a
19 form approved by the People, specifying the exact amount of restitution owing to them taking into
20 account the total number of valid claims pursuant to Paragraph 21 above. This Second Claim
21 Form shall contain the release referred to in Paragraph 29g above. The Second Claim Form must
22 be sent to the Claimant Purchaser at the physical address and email address, if one was provided,
23 contained in the original Claim Form. The Second Claim Form must be completed and
24 postmarked, or transmitted via electronic means to the Welk Administrator, no later than forty-five
25 (45) days from the date the Second Claim Form was mailed or emailed to the Claimant Purchaser,
26 whichever is later.

27 **E. Payment of Cash Restitution**

28 36. Not later than two hundred (200) days from the Effective Date of Judgment, or as

1 otherwise agreed by the Parties in the event of unforeseen events which make adherence to this
2 deadline impractical or impossible, Welk shall:

- 3 a. Mail restitution checks to all Known Purchasers identified on the Verified Known
4 Purchaser Report who no longer own their Welk Timeshare Interest, who
5 submitted a Claim Form, signed a release, and who elected to receive restitution;
- 6 b. Mail restitution checks to all Known Purchasers identified on the Verified Known
7 Purchaser Report who currently own the Covered Points, who submitted a Claim
8 Form electing to rescind their purchase of the Covered Points and receive refunds
9 in the Amount contained in Appendix A, and who have signed a release and
10 provided the documentation required by Paragraph 15(a)-(b); and,
- 11 c. Mail restitution checks to all Known Purchasers identified on the Verified Known
12 Purchaser Report who currently own the Covered Points, submitted a Claim Form
13 electing to retain the Covered Points and selecting the cash payment option, and
14 who have signed a release.

15 37. Not later than two hundred sixty (260) days from the Effective Date of Judgment, or
16 as otherwise agreed by the Parties in the event of unforeseen events which make adherence to this
17 deadline impractical or impossible, Welk shall mail restitution checks to all Claimant Purchasers
18 identified on the Verified Claimant Purchaser Report who submitted a timely Second Claim Form,
19 signed a release, and who elected to receive the cash payment option.

20 38. In the event any restitution check is returned to Welk as undeliverable, Welk shall use
21 its best efforts to contact the party to whom the check was mailed and locate an alternative address
22 to re-send the restitution check. Restitution checks that are returned with forwarding address
23 information included shall promptly be delivered to the forwarding address in question.

24 **F. Cy Pres Restitution**

25 39. If, following the process set forth in Paragraphs 36 and 37 above, and no sooner than
26 180 days after the last mailing of the restitution check, there remain any returned or uncashed
27 restitution checks, the total amount of said checks shall be converted into cy pres restitution.
28 Likewise, if, after payment of restitution pursuant to Paragraphs 36 and 37 above, any balance

1 remains in the \$1,000,000 Claimant Purchaser restitution fund, the remaining amount shall be
2 converted to cy pres restitution. All cy pres restitution shall be payable to the Consumer
3 Protection Prosecution Trust Fund (the "Consumer Trust"), established in *People v. ITT Consumer*
4 *Financial Corporation, et al.*, Alameda Superior Court Case No. 656038-0.

5 40. Not later than two hundred (200) days of the date of mailing of the last restitution
6 check pursuant to Paragraphs 36 and 37 above, Welk shall determine the full amount of uncashed
7 or returned restitution checks and any remaining amount in the \$1,000,000 Claimant Purchaser
8 restitution fund and, thereafter, issue one check in that full amount payable to the "Consumer
9 Protection Prosecution Trust Fund" and delivered to Colleen E. Huschke, Deputy District
10 Attorney, San Diego County District Attorney's Office, 330 West Broadway, Suite 750, San
11 Diego, California 92101, for immediate disbursement to the Consumer Trust.

12 **G. Restitution in Form of Resort Credits or Welk Platinum Points**

13 41. Not later than two hundred (200) days from the Effective Date of Judgment, or as
14 otherwise agreed by the Parties in the event of unforeseen events which make adherence to this
15 deadline impractical or impossible, Welk shall send a letter or email (if an email address has been
16 provided by the purchaser) to each Known Purchaser who has submitted a Claim Form and elected
17 to receive restitution in the form of resort credits or Welk Platinum Points, confirming the amount
18 or value of resort credits or Welk Platinum Points offered to the Known Purchaser as restitution
19 and providing any necessary instructions pertaining to use or redemption of said resort credits or
20 Welk Platinum Points.

21 42. Not later than two hundred sixty (260) days from the Effective Date of Judgment, or
22 as otherwise agreed by the Parties in the event of unforeseen events which make adherence to this
23 deadline impractical or impossible, Welk shall send a letter or email (if an email address has been
24 provided by the purchaser) to each Claimant Purchaser who has submitted a Second Claim Form,
25 signed a release and elected to receive restitution in the form of resort credits or Welk Platinum
26 Points, confirming the amount or value of resort credits or Welk Platinum Points offered to the
27 Claimant Purchaser as restitution and providing any necessary instructions pertaining to use or
28 redemption of said resort credits or Welk Platinum Points.

1 **H. Welk Duty to Provide Documentation to Restitution Recipients**

2 43. Welk shall be solely responsible for providing to any Known Purchaser or Claimant
3 Purchaser who has elected to participate in the restitution program contained in this Final
4 Judgment any documentation required, including, if applicable, tax documentation. The People
5 have no responsibility for providing any advice concerning the advisability or effect of
6 participating in the restitution program contained in this Final Judgment, including, but not limited
7 to, tax implications for any Known Purchaser, Claimant Purchaser, or Welk.

8 **I. Final Report**

9 44. Not later than four hundred (400) days following the Effective Date of Judgment,
10 Welk shall deliver to the People a confidential written report which shall include the following:

- 11 a. A list of all Known Purchasers and Claimant Purchasers who timely submitted a
12 valid Claim Form;
- 13 b. A list of all Known Purchasers and Claimant Purchasers whose claim was rejected
14 for error or deficiency and not thereafter corrected;
- 15 c. A list of individuals who claimed to be Known Purchasers but were not on
16 Appendix A;
- 17 d. The total amount of restitution paid to Known Purchasers and Claimant
18 Purchasers by Welk, including restitution provided in the form of resort credits or
19 Welk Platinum Points. The total amount shall include a detailed list of the
20 amount paid to each Known Purchaser and Claimant Purchaser and be produced
21 in a spreadsheet using Microsoft Excel or equivalent searchable software.

22 **VIII. CIVIL PENALTIES AND COSTS**

23 45. Defendant is hereby ordered, pursuant to California Business & Professions Code
24 sections 17203, 17204, 17206, 17535 and 17536, to pay civil penalties in the total amount of two-
25 million dollars (\$2,000,000) and investigative costs in the amount of one hundred eighty thousand
26 dollars (\$180,000).

27 46. The civil penalties required in Paragraph 45 above shall be paid as follows:

- 28 a. Two-hundred fifty thousand dollars (\$250,000) shall be paid by a check made

1 payable to the "District Attorney of San Diego County" and delivered to Colleen
2 E. Huschke, Deputy District Attorney, Office of the District Attorney, 330 West
3 Broadway, Suite 750, San Diego, California 92101, no later than thirty (30) days
4 following the Effective Date of Judgment;

5 b. Two-hundred fifty thousand dollars (\$250,000) shall be paid by a check made
6 payable to the "Office of the Attorney General" and delivered to Jon Worm,
7 Supervising Deputy Attorney General, 600 West Broadway, Suite 1800, San
8 Diego, California 92101, no later than thirty (30) days following the Effective
9 Date of Judgment.

10 c. Two-hundred fifty thousand dollars (\$250,000) shall be paid by a check made
11 payable to the "District Attorney of San Diego County" and delivered to Colleen
12 E. Huschke, Deputy District Attorney, Office of the District Attorney, 330 West
13 Broadway, Suite 750, San Diego, California 92101, no later than January 15,
14 2021;

15 d. Two-hundred fifty thousand dollars (\$250,000) shall be paid by a check made
16 payable to the "Office of the Attorney General" and delivered to Jon Worm,
17 Supervising Deputy Attorney General, 600 West Broadway, Suite 1800, San
18 Diego, California 92101, no later than January 15, 2021;

19 e. Two-hundred fifty thousand dollars (\$250,000) shall be paid by a check made
20 payable to the "District Attorney of San Diego County" and delivered to Colleen
21 E. Huschke, Deputy District Attorney, Office of the District Attorney, 330 West
22 Broadway, Suite 750, San Diego, California 92101, no later than July 15, 2021;

23 f. Two-hundred fifty thousand dollars (\$250,000) shall be paid by a check made
24 payable to the "Office of the Attorney General" and delivered to Jon Worm,
25 Supervising Deputy Attorney General, 600 West Broadway, Suite 1800, San
26 Diego, California 92101, no later than July 15, 2021;

27 g. Two-hundred fifty thousand dollars (\$250,000) shall be paid by a check made
28 payable to the "District Attorney of San Diego County" and delivered to Colleen

1 E. Huschke, Deputy District Attorney, Office of the District Attorney, 330 West
2 Broadway, Suite 750, San Diego, California 92101, no later than January 15,
3 2022;

- 4 h. Two-hundred fifty thousand dollars (\$250,000) shall be paid by a check made
5 payable to the "Office of the Attorney General" and delivered to Jon Worm,
6 Supervising Deputy Attorney General, 600 West Broadway, Suite 1800, San
7 Diego, California 92101, no later than January 15, 2022.

8 47. The costs required in Paragraph 45 above shall be paid as follows:

- 9 a. One-hundred-thirty thousand dollars (\$130,000) in agency costs for the
10 Department of Consumer Affairs and the Department of Real Estate, collectively,
11 shall be paid by a check made payable to the "Department of Real Estate" and
12 delivered to Colleen E. Huschke, Deputy District Attorney, Office of the District
13 Attorney, 330 West Broadway, Suite 750, San Diego, California 92101, no later
14 than thirty (30) days following the Effective Date of Judgment;
- 15 b. Twenty-five thousand dollars (\$25,000) shall be paid by a check made payable to
16 the "District Attorney of San Diego County" and delivered to Colleen E.
17 Huschke, Deputy District Attorney, Office of the District Attorney, 330 West
18 Broadway, Suite 750, San Diego, California 92101, no later than thirty (30) days
19 following the Effective Date of Judgment;
- 20 c. Twenty-five thousand (\$25,000) shall be paid by a check made payable to the
21 "Office of the Attorney General" and delivered to Jon Worm, Deputy Attorney
22 General, 600 West Broadway, Suite 1800, San Diego, California 92101, no later
23 than thirty (30) days following the Effective Date of Judgment.

24 48. The parties shall bear their own costs, except as described above in Paragraph 47
25 above, in this action.

26 **IX. GENERAL PROVISIONS**

27 49. Defendant shall not knowingly permit, cause, or encourage third parties acting on their
28 behalf to engage in practices from which Defendants are prohibited by this Final Judgment.

1 50. Any failure by any party to this Final Judgment to insist upon the strict performance
2 by any other party of any of the provisions of this Final Judgment shall not be deemed a waiver of
3 any of the provisions of this Final Judgment, and such party, notwithstanding such failure, shall
4 have the right thereafter to insist upon the specific performance of any and all of the provisions of
5 this Final Judgment.

6 51. This Court retains jurisdiction of this Final Judgment and the Parties hereto for the
7 purpose of enforcing and modifying this Final Judgment and for the purpose of granting such
8 additional relief as may be necessary and appropriate.

9 52. The Final Judgment may be modified by a stipulation of the Parties, once it is
10 approved by and becomes a judgment of the Court, or by court proceedings that result in
11 modification of the judgment of the Court.

12 53. In the event any law or regulation is enacted or adopted by the federal government or
13 by the State of California, and the requirements of such law or regulation create a conflict with any
14 terms of this Final Judgment, Defendants shall notify the People in writing as to the extent of the
15 conflict. If the People agree, the People shall consent to a modification of such provision of the
16 Final Judgment to the extent necessary to eliminate such conflict. If the People disagree and the
17 Parties are not able to resolve the disagreement, Defendants may seek a modification from this
18 Court of any provision of this Final Judgment that presents a conflict with any such federal or state
19 law or regulation. Changes in federal or state laws or regulations, with respect to the matters
20 governed by this Final Judgment, shall not be deemed to create a conflict with a provision of this
21 Final Judgment unless Defendants cannot reasonably comply with both such law or regulation and
22 the applicable provision of this Final Judgment.

23 54. All Notices under this Judgment shall be provided to the following via email and
24 Overnight Mail:

25 For Welk: General Counsel, Litigation Department, 300 Rancheros Drive, Suite 450, San
26 Marcos, CA 92069

27 For the People: Colleen E. Huschke, Deputy District Attorney, Office of the District
28 Attorney, 330 West Broadway, Suite 750, San Diego, California 92101; and Jon F. Worm,

1 Supervising Deputy Attorney General, Office of the Attorney General, 600 West Broadway, Suite
2 1800, San Diego, California 92101.

3 55. This Final Judgment shall take effect immediately upon entry. No notice of entry of
4 judgment is required to be served upon either party.

5 56. The Clerk is ordered to enter this Judgment forthwith.
6
7
8

9 Dated: _____

10 JUDGE OF THE SUPERIOR COURT
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPENDIX A

Key Number	Total Potential Refund Amount
1	\$ 7,506.56
2	\$ 88.53
3	\$ 6,713.89
4	\$ 2,251.81
5	\$ 12,733.00
6	\$ 7,758.55
7	\$ 13,568.64
8	\$ 999.00
9	\$ 1,760.00
10	\$ 7,177.94
11	\$ 2,640.40
12	\$ 3,564.40
13	\$ 8,209.73
14	\$ 1,732.77
15	\$ 1,139.78
16	\$ 9,958.60
17	\$ 8,003.40
18	\$ 2,650.24
19	\$ 3,763.48
20	\$ 8,166.48
21	\$ 3,454.70
22	\$ 8,402.88
23	\$ 11,877.83
24	\$ 500.00
25	\$ 4,747.13
26	\$ 2,456.88
27	\$ 500.00
28	\$ 16,022.92
29	\$ 16,415.99
30	\$ 6,528.08
31	\$ 1,632.43
32	\$ 1,510.76
33	\$ 4,039.04
34	\$ 15,055.88
35	\$ 2,497.00
36	\$ 6,146.33
37	\$ 21,054.38
38	\$ 7,208.32
39	\$ 5,600.52
40	\$ 14,686.72
41	\$ 15,593.95
42	\$ 500.00
43	\$ 5,561.08
44	\$ 6,953.94
45	\$ 11,059.55

Key Number	Total Potential Refund Amount
46	\$ 4,025.70
47	\$ 500.00
48	\$ 1,964.08
49	\$ 407.40
50	\$ 11,024.43
51	\$ 6,797.98
52	\$ 12,492.17
53	\$ 9,620.99
54	\$ 2,311.79
55	\$ 6,798.47
56	\$ 2,563.05
57	\$ 500.00
58	\$ 7,160.01
59	\$ 10,070.99
60	\$ 9,752.78
61	\$ 6,813.28
62	\$ 5,251.56
63	\$ 6,990.34
64	\$ 2,778.72
65	\$ 1,017.79
66	\$ 2,557.54
67	\$ 254.78
68	\$ 3,351.21
69	\$ 5,115.60
70	\$ 2,526.47
71	\$ 7,790.63
72	\$ 2,591.92
73	\$ 7,649.35
74	\$ 1,039.05
75	\$ 9,569.57
76	\$ 3,999.70
77	\$ 6,096.08
78	\$ 5,694.46
79	\$ 4,113.65
80	\$ 17,529.57
81	\$ 3,521.43
82	\$ 20,285.07
83	\$ 8,116.54
84	\$ 14,088.08
85	\$ 10,749.10
86	\$ 1,153.00
87	\$ 10,493.79
88	\$ 2,742.92
89	\$ 9,839.15
90	\$ 3,560.30
91	\$ 12,642.92
92	\$ 4,801.98

Key Number	Total Potential Refund Amount
93	\$ 1,675.77
94	\$ 500.00
95	\$ 500.00
96	\$ 8,005.90
97	\$ 4,872.99
98	\$ 500.00
99	\$ 2,730.66
100	\$ 5,185.59
101	\$ 1,694.78
102	\$ 186.34
103	\$ 13,113.02
104	\$ 2,106.00
105	\$ 8,184.78
106	\$ 794.80
107	\$ 11,100.07
108	\$ 4,626.60
109	\$ 1,547.04
110	\$ 5,247.59
111	\$ 3,391.76
112	\$ 3,469.12
113	\$ 5,229.61
114	\$ 16,719.99
115	\$ 2,220.04
116	\$ 5,980.45
117	\$ 4,127.20
118	\$ 500.00
119	\$ 8,879.29
120	\$ 1,990.00
121	\$ 3,504.24
122	\$ 3,090.00
123	\$ 1,635.00
124	\$ 1,624.00
125	\$ 10,414.11
126	\$ 500.00
127	\$ 7,768.69
128	\$ 500.00
129	\$ 8,334.40
130	\$ 4,111.40
131	\$ 3,783.93
132	\$ 3,180.76
133	\$ 11,452.41
134	\$ 2,062.07
135	\$ 9,419.05
136	\$ 19,223.77
137	\$ 7,242.05
138	\$ 8,748.60
139	\$ 7,039.30

Key Number Total Potential
Refund Amount

140	\$ 11,191.50
141	\$ 27,694.80
142	\$ 7,193.78
143	\$ 1,138.00
144	\$ 4,469.47
145	\$ 500.00
146	\$ 999.00
147	\$ 18,210.68
148	\$ 3,724.80
149	\$ 17,759.90
150	\$ 1,056.69
151	\$ 2,974.10
152	\$ 1,735.99
153	\$ 6,086.23
154	\$ 500.00
155	\$ 11,390.82
156	\$ 4,445.50
157	\$ 6,027.65
158	\$ 4,706.10
159	\$ 32,861.19
160	\$ 3,861.84
161	\$ 2,040.80
162	\$ 470.90
163	\$ 799.00
164	\$ 1,774.34
165	\$ 1,402.12
166	\$ 7,120.26
167	\$ 19,523.81
168	\$ 3,190.00
169	\$ 15,875.22
170	\$ 4,366.91
171	\$ 22,346.24
172	\$ 500.00
173	\$ 17,576.22
174	\$ 5,836.08
175	\$ 8,731.70
176	\$ 1,407.05
177	\$ 5,813.24
178	\$ 5,618.90
179	\$ 29,298.73
180	\$ 2,079.50
181	\$ 3,793.20
182	\$ 10,458.27
183	\$ 4,010.85
184	\$ 14,373.25
185	\$ 4,365.93
186	\$ 6,978.63

Key Number Total Potential
Refund Amount

187	\$ 2,995.00
188	\$ 22,439.35
189	\$ 1,540.00
190	\$ 11,782.38
191	\$ 3,653.01
192	\$ 3,360.04
193	\$ 3,798.78
194	\$ 6,711.48
195	\$ 5,190.50
196	\$ 12,302.35
197	\$ 474.27
198	\$ 1,692.00
199	\$ 5,254.80
200	\$ 500.00
201	\$ 4,612.97
202	\$ 15,528.80
203	\$ 20,208.00
204	\$ 4,245.63
205	\$ 11,073.95
206	\$ 2,488.47
207	\$ 500.00
208	\$ 2,429.90
209	\$ 3,695.97
210	\$ 5,627.74
211	\$ 4,284.07
212	\$ 4,671.19
213	\$ 6,656.52
214	\$ 4,887.97
215	\$ 620.00
216	\$ 14,420.29
217	\$ 4,249.75
218	\$ 16,528.69
219	\$ 6,023.76
220	\$ 14,980.90
221	\$ 3,237.66
222	\$ 6,777.71
223	\$ 10,206.49
224	\$ 7,870.38
225	\$ 11,869.03
226	\$ 4,569.21
227	\$ 9,912.06
228	\$ 5,135.02
229	\$ 9,527.41
230	\$ 9,127.34
231	\$ 500.00
232	\$ 10,743.53
233	\$ 8,784.20

Key Number Total Potential
Refund Amount

234	\$ 7,688.82
235	\$ 500.00
236	\$ 1,624.31
237	\$ 18,482.43
238	\$ 9,177.03
239	\$ 998.20
240	\$ 3,777.95
241	\$ 7,044.82
242	\$ 4,610.52
243	\$ 7,392.54
244	\$ 199.00
245	\$ 500.00
246	\$ 500.00
247	\$ 1,285.00
248	\$ 6,218.72
249	\$ 8,987.59
250	\$ 199.00
251	\$ 2,362.85
252	\$ 199.00
253	\$ 2,279.74
254	\$ 6,160.44
255	\$ 12,989.36
256	\$ 9,549.27
257	\$ 2,626.13
258	\$ 10,760.74
259	\$ 199.00
260	\$ 500.00
261	\$ 6,282.54
262	\$ 7,025.17
263	\$ 13,790.95
264	\$ 2,750.88
265	\$ 9,843.72
266	\$ 3,772.22
267	\$ 1,725.57
268	\$ 5,048.91
269	\$ 500.00
270	\$ 8,069.92
271	\$ 1,350.00
272	\$ 349.00
273	\$ 8,861.45
274	\$ 11,285.87
275	\$ 1,440.54
276	\$ 5,115.11
277	\$ 10,989.80
278	\$ 4,100.43
279	\$ 5,610.40
280	\$ 4,224.63

Key Number Total Potential
Refund Amount

281	\$ 2,391.75
282	\$ 15,728.25
283	\$ 999.00
284	\$ 3,750.00
285	\$ 9,126.48
286	\$ 2,415.16
287	\$ 13,983.96
288	\$ 14,020.36
289	\$ 4,505.14
290	\$ 15,125.41
291	\$ 268.35
292	\$ 16,927.71
293	\$ 2,687.10
294	\$ 500.00
295	\$ 8,532.41
296	\$ 9,134.00
297	\$ 9,326.12
298	\$ 6,304.65
299	\$ 8,970.72
300	\$ 3,434.75
301	\$ 8,832.45
302	\$ 2,142.13
303	\$ 2,131.00
304	\$ 2,944.00
305	\$ 5,291.01
306	\$ 7,936.03
307	\$ 999.00
308	\$ 2,819.68
309	\$ 4,452.47
310	\$ 4,121.61
311	\$ 500.00
312	\$ 4,709.15
313	\$ 499.00
314	\$ 10,171.00
315	\$ 2,930.66
316	\$ 20,222.50
317	\$ 500.00
318	\$ 18,852.98
319	\$ 6,834.87
320	\$ 499.00
321	\$ 3,860.76
322	\$ 500.00
323	\$ 6,424.73
324	\$ 2,361.63
325	\$ 13,588.00
326	\$ 2,156.52
327	\$ 3,185.83

Key Number Total Potential
Refund Amount

328	\$ 2,326.99
329	\$ 500.00
330	\$ 10,719.46
331	\$ 13,396.64
332	\$ 999.00
333	\$ 18,184.16
334	\$ 2,968.73
335	\$ 3,202.11
336	\$ 6,752.54
337	\$ 5,896.62
338	\$ 2,383.26
339	\$ 4,841.51
340	\$ 500.00
341	\$ 1,696.67
342	\$ 4,618.90
343	\$ 7,319.40
344	\$ 8,130.76
345	\$ 7,535.12
346	\$ 11,847.02
347	\$ 3,424.44
348	\$ 5,254.90
349	\$ 2,030.11
350	\$ 500.00
351	\$ 4,061.94
352	\$ 4,607.74
353	\$ 1,150.00
354	\$ 3,961.20
355	\$ 5,031.27
356	\$ 2,650.24
357	\$ 1,676.88
358	\$ 7,116.35
359	\$ 3,085.04
360	\$ 3,510.00
361	\$ 7,202.42
362	\$ 8,765.00
363	\$ 1,889.52
364	\$ 1,900.63
365	\$ 13,803.98
366	\$ 4,643.80
367	\$ 2,044.71
368	\$ 500.00
369	\$ 20,813.03
370	\$ 9,211.24
371	\$ 15,914.23
372	\$ 804.70
373	\$ 6,448.62
374	\$ 3,985.94

Key Number Total Potential
Refund Amount

375	\$ 5,471.27
376	\$ 46,030.45
377	\$ 10,087.17
378	\$ 4,840.03
379	\$ 8,773.96
380	\$ 1,334.54
381	\$ 15,375.40
382	\$ 4,482.46