

IN THE UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF DELAWARE

STEVEN ERIC KIRCHNER,  
ELIZABETH LEE KIRCHNER, and  
MARCIA RICHARDS,  
Individually and on behalf of all persons  
similarly situated, Plaintiffs,

vs.

WYNDHAM VACATION RESORTS  
INC.,  
Defendant.

No. 1:20-CV-00436-RGA-JLH

JURY TRIAL  
DEMANDED

DECLARATION OF DANIELLE HENDERSON

Pursuant to 28 U.S.C. 1746, Danielle Henderson declares:

1. I was Vice President, Resort Operations with Travel + Leisure Co. (T+L), formerly Wyndham Destinations Inc., the parent company of Wyndham Vacation Resorts Inc., until my departure from the company in April 2021. T + L is the world's largest vacation ownership business. Club Wyndham is one of the brand names of T + L.

2. I was with T + L for nearly 19 years and served on the Club Wyndham Board of Directors before my position was abruptly eliminated, I believe my position

was eliminated because I brought an integrity concern to the CEO, Mike Brown, regarding the Executive Vice President of Human Resources Kim Marshall and General Counsel, Jim Savina. My concerns were validated by other colleagues prior to my addressing it with CEO Mike Brown.

3. To provide background, I was a top performer and respected leader within the company. Some of my responsibilities included overseeing multimillion dollar budgets, capital spending, quality controls, policies and procedures, systems, process improvement, new technology for Resorts and insurance claim management for over 180 locations. During my tenure, I worked in many different divisions which provided me with valuable experience and insight of how the business operates.

4. To date, I have not accepted a severance package and I revoked acceptance of an offer made by T + L in August 2021. I am not receiving any compensation for the information I am sharing with PlaintiffS in this case. Everything I am prepared to testify about is common knowledge and documented within the organization. I reviewed this lawsuit (which was public) and I believe that I can assist in explaining a very complicated business model which will validate the PlaintiffS' claims. There are also documents, databases, reports, emails, power point presentations, standard operating procedures and training content that will validate my testimony.

5. I am prepared to testify that T + L improperly allocates and misappropriates owner inventory for its own financial gain, which severely reduces the availability of accommodations for owners. This is important because the Plaintiffs claim that they are unable to find availability on the Club Wyndham owner website, but they can find the exact same accommodations available when they searched on a third party website like Expedia. T + L strategically decides which inventory (accommodations) to make available for owners; it takes desirable inventory away from owners and gives it to other "channels" that are profitable for T + L and drive in new owners to Club Wyndham.

6. I am prepared to testify that T L intentionally overbooks/oversells Resort accommodations, which results in a reduction of what accommodations are available for owners. Owners who have reservations for a specific unit type may not receive what they booked because it will not be available due to overbooking of the property.

7. I am prepared to testify that T + L misuses fixed week inventory by including it in its own inventory optimization strategy. It allows guests who are not the owner of the fixed week unit to occupy the unit during the owner's fixed time. Legally, fixed week units are to be held for the owner for the entirety of the stay. T+ L is not compensating the actual owner of the fixed week unit when they

"borrow" their inventory for another guest. This is important because it demonstrates how T + L improperly manages the inventory and what is available for owners to use.

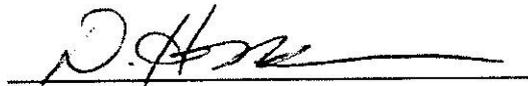
8. I am prepared to testiö/ that CEO Mike Brown is aware of seven Customer Pain Points, onc of which is specific to inventory availability. Mike Brown created this initiative and is responsible for its content. This is important because it demonstrates T + L senior leadership is well aware of the availability issue and continues to force owners to remain in their contracts even while knowing that its business practices are the direct causes of the problems being experienced by owners.

9. To my knowledge, none of the foregoing is disclosed to owners before they sign their timeshare purchase agreements.

Further Declarant Sayeth Not.

I. certify under penalty of perjury under the foregoing is true and correct.

Executed on this                      day of April, 2022.

A handwritten signature in black ink, appearing to read 'D. Henderson', is written over a solid horizontal line.

Danielle Henderson