
Sanctuary Belize Litigation & Receivership

Dispute Notice Process

You may challenge your eligibility determination, the amount you paid, or your lot purchase terms by filing a written Dispute Notice by the **April 11, 2023, deadline**. You must send the Dispute Notice both to the Receiver at info@sanctuarybelizereceivership.com, and to the FTC at SBClaims@ftc.gov, by that date.

Your Dispute Notice must:

1. identify the decision you believe is unreasonable,
2. specifically explain the reason or reasons you believe the decision adversely affects you,
3. include a sworn declaration attesting that the decision is unreasonable and adversely affects you,
4. specifically explain the basis for your belief that the decision is unreasonable or inconsistent with the terms of this Plan, the Final Orders, or applicable law,
5. clearly state the relief you want, and
6. enclose any supporting evidence necessary to evaluate the dispute.

What follows is Section VI of the Compensation Plan, which discusses the Dispute Notice process. In addition, you may read the Compensation Plan through [this link](#). Section VI is on pages 41-43.

Section VI of the Compensation Plan

A. With respect to any decision that, expressly or by implication, this Plan affords the Receiver discretion to make, the Receiver may make any reasonable decision consistent with the terms of this Plan, the Final Orders, and applicable law.

B. If a Consumer and/or Putative Consumer contend the Receiver has made an unreasonable decision, or one inconsistent with the terms of this Plan, the Final Orders, or applicable law, the Consumer and/or Putative Consumer (with or without counsel) must provide the Receiver with a written Dispute Notice that: (1) identifies the decision the Consumer and/or Putative Consumer contend is unreasonable; (2) explains with reasonable specificity the reason or reasons that the Consumer and/or Putative Consumer contend the decision at issue adversely affects the Consumer and/or Putative Consumer; (3) includes a sworn declaration attesting that the decision is unreasonable and adversely affects the Consumer and/or Putative Consumer; (4) explains with reasonable specificity the basis for the view that the decision is unreasonable or inconsistent with the terms of this Plan, the Final Orders, or applicable law, and affects the Consumer and/or Putative Consumer; (5) clearly and specifically states what relief the Consumer and/or Putative Consumer seek; and (6) encloses any supporting evidence reasonably necessary to evaluate the dispute. Additionally:

1. The Consumer and/or Putative Consumer submitting the Dispute Notice must copy the FTC on the Dispute Notice itself and any attachments. The Consumer and/or Putative Consumer submitting the Dispute Notice and the Receiver also will copy the FTC on any response or other correspondence related to the Dispute Notice.

2. The Receiver may respond to, but is not required to respond to, any grievance, complaint or other dispute a Consumer and/or Putative Consumer raise, unless the Consumer and/or Putative Consumer have submitted a proper Dispute Notice.

3. If the Receiver receives a proper Dispute Notice, unless the Receiver, Consumer and/or Putative Consumer, and FTC agree in writing to a longer time, the Receiver has ten days to respond by either: (a) notifying the Consumer and/or Putative Consumer that it will provide the relief requested; or (b) notifying the Consumer and/or Putative Consumer it will take no action or an action different than that the Consumer requested, and providing the Consumer and/or Putative Consumer with the basis for its decision sufficient to facilitate review.

4. If the Receiver does not timely respond to a Dispute Notice the Consumer and/or Putative Consumer contend is complete and meritorious, or if the Consumer and/or Putative Consumer disagree with the Receiver's response to the Dispute Notice, the Consumer and/or Putative Consumer have ten days to file the dispute with the Court in accordance with applicable law and local rules. The Court will establish procedures for evaluating the dispute, but will not reverse or change the Receiver's decision unless: (a) the Consumer and/or Putative Consumer submitted a proper Dispute

Notice; (b) the Consumer and/or Putative Consumer complied with all applicable deadlines; (b) evidence shows that the Receiver acted unreasonably, or inconsistently with the terms of this Plan, the Final Orders, or applicable law; and (d) the act or decision at issue adversely affects the Consumer and/or Putative Consumer.

5. The provisions in this section governing Dispute Notices also apply to Non-Participating Owners that seek to challenge the Receiver's determination that they do not qualify as Consumers.

C. Neither the submission of a Dispute Notice to the Receiver nor any appeal of the Receiver's decision to this Court tolls or alters any deadlines in this Plan unless the Court orders otherwise.