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**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

CONDO & CRUISE TRAVEL, LLC,
d/b/a CREATIVE VACATIONS, a
Washington corporation; DESTINATION
BON VOYAGE, LLC, d/b/a MAX
TRAVEL USA and d/b/a COSTULESS
TRAVEL, a Washington corporation;
BRADLEY SISNEROS, ADRIANA
SISNEROS, individually and as husband
and wife; and JOHN BARZE, an
individual,

Defendants.

NO. 16-2-01864-5 SEA

COMPLAINT FOR INJUNCTIVE
AND OTHER RELIEF

Plaintiff, State of Washington, by and through its attorneys Robert W. Ferguson,
Attorney General, and Julia D. McGann, Assistant Attorney General, bring this action against
the Defendants named below. The State alleges:

I. PLAINTIFF

1.1 The Plaintiff is the State of Washington.

1.2 The Attorney General is authorized to commence this action pursuant to
RCW 19.86, the Washington State Consumer Protection Act.

II. DEFENDANTS

2.1 Defendant Destination Bon Voyage, LLC, d/b/a Max Travel USA and d/b/a

1 Costless Travel is a Washington limited liability company that was registered March 25,
2 2013, and became inactive as of July 1, 2014.

3 2.2 Defendant Condo & Cruise Travel, LLC, d/b/a Creative Vacations, is a
4 Washington limited liability company that was registered on May 10, 2014, and became
5 inactive as of September 1, 2015.

6 2.3 At all times relevant to this action, Defendants Bon Voyage, LLC, and
7 Defendant Condo & Cruise Travel, LLC, were each registered as a Seller of Travel pursuant to
8 RCW 19.138.100.

9 2.4 Defendant Adriana Sisneros was at all times relevant to this action, a member of
10 Condo & Cruise Travel, LLC, and a governing person of Destination Bon Voyage, LLC. She
11 is married to Bradley Sisneros. Her current residence is 1155 West Ella Drive, Corrales, New
12 Mexico. This action is filed against her individually and in her marital capacity.

13 2.5 Defendant Bradley Sisneros was at all times relevant to his action the registered
14 agent for Condo & Cruise Travel, LLC, and a representative of Destination Bon Voyage, LLC.
15 His current residence is 1155 West Ella Drive, Corrales, New Mexico. This action is filed
16 against him individually and in his marital capacity.

17 2.6 Defendant John Barze is a member of Destination Bon Voyage, LLC. He
18 resides at 437 Cutter Court, Orlando, Florida.

19 2.7 Mr. and Mrs. Sisneros (hereinafter, the Sisneroses) individually and together,
20 for the benefit of their marital community and each other, participated in, had knowledge of,
21 and approved of the wrongful conduct described herein.

22 2.8 Defendant John Barze participated in, had knowledge of, and approved of the
23 wrongful conduct alleged herein.

24 2.9 The Sisneroses and Mr. Barze all had substantial managerial responsibility for,
25 and daily control over, the operations of Condo & Cruise Travel, LLC, and its d/b/a entities,
26 and Destination Bon Voyage, LLC, and its d/b/a entities, including sales, marketing, training,

1 | communications, compliance, and development of the company's policies and procedures.

2 | 2.10 Defendants acted in concert and cooperatively in carrying out the conduct
3 | alleged in this Complaint, and each is jointly and severally liable and responsible for the
4 | unlawful conduct alleged herein.

5 | 2.11 For purposes of the remainder of this Complaint, the term "Defendants" refers
6 | to Adriana Sisneros, Bradley Sisneros, John Barze, Condo & Cruise Travel, LLC, and its d/b/a
7 | entities, and Destination Bon Voyage, LLC, and its d/b/a entities.

8 | **III. JURISDICTION AND VENUE**

9 | 3.1 The State files this Complaint and institutes these proceedings under the
10 | provisions of the Consumer Protection Act (RCW 19.86), the Promotional Advertising of
11 | Prizes Act (RCW 19.170), and the Sellers of Travel Act (RCW 19.138).

12 | 3.2 The Court has personal jurisdiction over Defendants pursuant to
13 | RCW 19.86.160 and RCW 4.28.185. Defendants have transacted substantial business in this
14 | state and the acts alleged herein have been committed in this state. Defendants purposefully
15 | marketed and sold travel club memberships and travel related services in Washington and/or to
16 | Washington consumers. The advertisements and promotional representations and claims were
17 | made to Washington consumers.

18 | 3.3 The authority of the Attorney General to commence this action is conferred by
19 | RCW 19.86.080 and RCW 19.86.140.

20 | 3.4 Venue is proper in King County pursuant to RCW 4.12.020 and RCW 4.12.025.
21 | The business transactions at issue in this matter occurred in and around King County.

22 | 3.5 This Court has subject matter jurisdiction over this Complaint under the laws of
23 | the state of Washington pursuant to RCW 2.08.010.

1 **IV. NATURE OF TRADE AND COMMERCE**

2 4.1 Defendants are now, and have been at all times relevant to this lawsuit, engaged
3 in trade or commerce within the meaning of RCW 19.86.010 and RCW 19.86.020 by
4 promoting and selling travel club memberships and related services.

5 4.2 Defendants are now, and have been at all times relevant to this lawsuit, in
6 competition with others engaged in similar business in the state of Washington.

7 **V. FACTS**

8 **A. Background**

9 5.1 In 2014, Washington consumers received unsolicited mail announcing the
10 consumer had won, or was eligible to win, a new car and other expensive prizes, and the
11 consumer was urged to quickly call a toll-free number. When consumers called the number,
12 they were informed that in order to be eligible for the prizes, they first had to attend what
13 turned out to be Defendants’ high-pressure sales presentation to convince consumers to
14 purchase a travel-club membership. Defendants’ sales presentation promised consumers deep
15 discounts on travel and a myriad of benefits

16 5.2 Consumers that purchased a membership experienced many problems and
17 discovered that many of Defendants’ representations made in the promotional materials, the
18 sales presentation, and the purchase documents were simply false. Defendants refused to
19 respond to members’ complaints, requests to cancel contracts or requests to provide refunds.

20 **B. The Solicitation Letters**

21 5.3 The Defendants sent, or caused to be sent, hundreds if not thousands, of
22 solicitation packages using mass direct mailing to Washington consumers.

23 5.4 Each piece of mail sent by or on behalf of Defendants included the name of the
24 consumer, along with the consumer’s home address.

25 5.5 The solicitation letters identified the sender as “Creative Vacations.” The letter
26 contained no reference to Costless Travel or Destination Bon Voyage, LLC.

1 5.6 Consumers received both a "VIP" postcard that directed them to the "tube
2 mailer" for details, and a gold tube mailer containing two printed pages.

3 **C. The Post Card**

4 The front of the postcard stated (attached hereto is a true and correct copy of one such
5 postcard, front and back, marked as Exhibit A):

6 **VIP GUEST**

PRSRT STD
U.S. POSTAGE
PAID
DAYTONA BEACH, FL
PERMIT NO. 242

7 **EXPEDITED - Time Sensitive**

8 **SENDER: CORRESPONDENCE IS PERSONAL & CONFIDENTIAL**

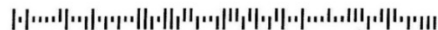
9 **IN HOME DATES:**
IMMEDIATELY

WINNING NUMBER
307104

10 **RECIPIENT STATUS:**
VERIFIED - PRESELECTED

RSVP CODE:
4806

11
12 258 - R018
John [REDACTED]
Or Current Resident
[REDACTED]
Issaquah, WA 98027 [REDACTED]



15
16 5.7 The back of the postcard stated:

17 *Congratulations John!*

18 *You are a finalist in our 2014 Toyota Prius V.I.P. Special*
19 *Giveaway! We have mailed out a unique winning tube in*
20 *your area. If you received a tube with a VIN Gauge please*
21 *call this number immediately (855) 576-0714.*

22 *John, call today and also receive up to*
23 *a \$100 Best Buy Card. *While supplies last.*

24 *Thank You,*

25 *Creative Vacations*

26 *P.S. John, if we do not hear from you*
within 72 hours your gift will be given to an alternate
recipient.

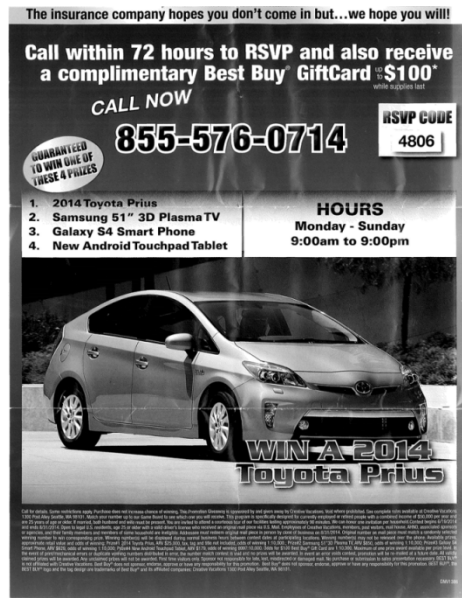
*See tube mailer for details.

DNV1386

1 **D. The Tube Mailer**

2 5.8 The tube mailer contained two sheets of paper (attached hereto is a true and
3 correct copy of the two pages inside the tube, marked as Exhibit B).

4 5.9 Below is an image of page one of the tube mailer:



15 5.10 Page one stated in large font, “Call within 72 hours to RSVP and also receive a
16 complimentary Best Buy Gift Card \$100.” In a very small font appeared the words “up to”
17 before “\$100” and in the same very small font below \$100 appeared the words “while supplies
18 last.”

19 5.11 Also on page one appeared the statement:

20 **GUARANTEED TO WIN ONE OF THESE 4 PRIZES**

- 21
- 22
- 23
- 24 1. 2014 Toyota Prius
 - 25 2. Samsung 51” 3D Plasma TV
 - 26 3. Galaxy S4 Smart Phone
 4. New Android Touchpad Tablet

24 5.12 A large photo of a new Toyota Prius is centered on the page, with the words in
25 large font, “WIN A 2014 Toyota Prius.”

26 5.13 Below the photo of the car, is 12 lines of text in a tiny font that states:

1 Call for details. Some restrictions apply. Purchase does not
2 increase chance of winning. This Promotion Giveaway is
3 sponsored by and given away by Creative Vacations. Void where
4 prohibited. See complete rules available at Creative Vacations
5 1300 Post Alley Seattle, WA 98101. Match your number up to our
6 Game Board to see which one you will receive. This program is
7 specifically designed for currently employed or retired people with
8 a combined income of \$50,000 per year and are 25 years of age or
9 older. If married, both husband and wife must be present. You are
10 invited to attend a courteous [sic] tour of our facilities lasting
11 approximately 90 minutes. We can honor one invitation per
12 household. Contest begins 6/19/2014 and ends 8/31/2014. Open to
13 legal U.S. residents, age 25 or older with a valid driver's license
14 who received an original mail piece via U.S. Mail. Employees of
15 Creative Vacations, members, past visitors, mail house, AHNO,
16 associated sponsors or agencies, and their family members and
17 members of same household are ineligible. Addressee must redeem
18 original mail piece in person by close of business on 8/31/2014.
19 Original number on mail piece must match a randomly selected
20 winning number to win corresponding prize. Winning number(s)
21 will be displayed during normal business hours between contest
22 dates at participating locations. Winning number(s) may not be
23 released over the phone. Available prizes, approximate retail value
24 and odds of winning: Prize #1 2014 Toyota Prius, ARV \$25,000,
25 tax, tag and title not included, odds of winning 1:10,000; Prize #2
26 Samsung 51" 3D Plasma TV, ARV \$850, odds of winning
1:10,000; Prize #3 Galaxy S4 Smart Phone, ARV \$629, odds of
winning 1:10,000; Prize #4 New Android Touchpad Tablet, ARV
\$179, odds of winning 9997:10,000. Odds for \$100 Best Buy® Gift
Card are 1:10,000. Maximum of one prize award available per
prize level. In the event of print/mechanical errors or duplicate
winning numbers distributed in error, the number match contest is
void and no prizes will be awarded. In event an error voids contest,
promotion will be re-mailed at a future date. All validly claimed
prizes will be awarded. Any unclaimed prizes will not be awarded.
First time visitors only. Sponsor not responsible for late, lost,
misdirected or damaged mail. No purchase or submission to sales
presentation necessary. BEST BUY® is not affiliated with Creative
Vacations. Best Buy® does not sponsor, endorse, approve or have
any responsibility for this promotion. Best Buy® does not sponsor,
endorse, approve or have any responsibility for this promotion.
[sic] BEST BUY®, the BEST BUY® logo and the tag design are
trademarks of Best Buy® and its affiliated companies: Creative
Vacations 1300 Post Alley Seattle, WA 98101.

1 5.14 The second page of the tube mailer is similar in content to page one. An image
2 of page two of the tube mailer is below:

A WINNING VIN NUMBER HAS BEEN MAILED
The insurance company hopes you don't come in but...we hope you will!

AUTO-V.I.N. NUMBER
2014 Toyota Prius
2GNFLEEK5D6 [REDACTED]

There are 17 digits per VIN. The last 6 indicates the year which manufactured.

IF YOU RECEIVED A VIN GAUGE™ PULL TAB TO ACTIVATE AND REVEAL YOUR WINNING CODE.

YOU'RE A FINALIST! CALL IMMEDIATELY
855-576-0714

Actual V.I.N. Numbers have been loaded into every V.I.N. Gauge™. One of which could match the 2014 Toyota Prius. Bring in your activated V.I.N. Gauge™ to the event and if the revealed 6 digit number matched the number you scratch off you could be the winner of the Toyota Prius!

Odds of Winning Car are Incredible!

IF THE NUMBER YOU HAVE MATCHES THE NUMBER IN YOUR V.I.N. GAUGE™, YOU HAVE DEFINITELY WON ONE OF THESE PRIZES!

RSVP within 72 hours AND ALSO RECEIVE a \$100 BEST BUY GiftCard! while supplies last

CALL NOW 855-576-0714

V.I.P. SPECIAL Giveaway
OVER **\$25,000** IN CASH OR PRIZES

1. 2014 Toyota Prius
2. Samsung 51" 3D Plasma TV
3. Galaxy S4 Smart Phone
4. New Android Touchpad Tablet

WINNING VIN Gauge™ IS REVEALED BY MAIL FOR THIS PRIZE.

15
16 5.15 Page two of the tube mailer also has a photo of the Toyota Prius, but the image
17 is smaller than on the first page. Underneath the photo of the car are the words “Odds of
18 Winning Car are Incredible!”

19 5.16 The top of page two reads: “A WINNING VIN NUMBER HAS BEEN
20 MAILED.” The second line states “The insurance company hopes you don’t come in but ...
21 we hope you will!”

22 5.17 Page two states “AUTO-V.I.N. NUMBER, 2014 Toyota Prius,
23 2GNFLEEK5D6-----.” Below the sentence is a box with a tab, covering text, that states on
24 the border “pull black tab to activate.”

25 5.18 Under the black box is the assertion:
26

1 Actual V.I.N. Numbers have been loaded into every V.I.N.
2 Gauge™. One of which could match the 2014 Toyota Prius. Bring
3 in your activated V.I.N. Gauge™ to the event and if the revealed 6
4 digit number matched the number you scratch off you could be the
5 winner of the Toyota Prius!

6 5.19 The next paragraph states:

7 IF THE NUMBER YOU HAVE MATCHES THE NUMBER IN
8 YOUR V.I.N.GAUGE™, YOU HAVE DEFINITELY WON ONE
9 OF THESE PRIZES!”

10 5.20 Below the statement is a circle that contained numbers under a scratch-off
11 covering. Below the circle is the text in the same large font: “RSVP within 72 hours and also
12 receive \$100 Best Buy Gift Card!*” In a much smaller font appear the words “up to” before
13 \$100, and “while supplies last” after Gift Card. A box in the right corner at the bottom of the
14 page states: “V.I.P. SPECIAL Giveaway “over \$25,000 in cash or prizes.” Below is the list:

- 15 1. 2014 Toyota Prius
- 16 2. Samsung 51” 3D Plasma TV
- 17 3. Galaxy S4 Smart Phone
- 18 4. New Android Touchpad Tablet

19 5.21 In a tiny font at the bottom of the page are the words: “WINNING VIN
20 GAUGE™ & RESERVATION# MUST MATCH FOR THAT PRIZE.”

21 **E. The Scheduler Phone Call**

22 5.22 When consumers called the phone number in the solicitation letter, they were
23 connected with a scheduler, who arranged an appointment for the consumer to attend an
24 in-person sales presentation in Seattle. The scheduler informed callers they had “definitely”
25 won one of the prizes listed in the mailer.

26 **F. The Sales Presentation**

5.23 During the sales presentations, defendants and its representatives showed
consumers travel catalogues from purported travel “partners” that advertised trips and vacation
packages with discounted prices.

5.24 The sales representatives also told consumers that the travel club memberships

1 were through a company called Member Services Group. The representative showed
2 consumers a print-out from the Better Business Bureau showing an “A+” rating for Member
3 Services Group.

4 5.25 The sales representatives told consumers that the membership with the travel
5 club offered many discounts on the price of hotel rooms, condominiums, and cruise ship travel
6 packages.

7 5.26 Consumers were shown examples of travel discounts that members received.
8 Each discounted trip was at least 30% less expensive for travel club members.

9 5.27 Sales representatives told consumers that member discounts ranged from 30%
10 to 70% less than travel prices available to the public.

11 5.28 During the sales presentation, “regular membership” was offered for a price of
12 \$6,900 for the membership fee, plus \$199 “processing fee,” and \$199 annual dues. This
13 membership was available “anytime.”

14 5.29 Also during the sales presentation, “Platinum Membership” was offered for
15 \$4,900 for the membership fee, plus \$199 “processing fee,” and \$199 annual dues. The
16 Platinum Membership was offered on a “today only” basis.

17 5.30 Defendants’ sales representatives used high-pressure sales tactics. If consumers
18 hesitated, the representative typically asked a “supervisor” if they could offer a better deal for
19 the consumer.

20 5.31 Representatives often lowered the price several times, and told consumers that
21 the price was good for that day only.

22 5.32 Defendants’ sales representatives told consumers that as members, they could
23 book their own travel by accessing a members-only website.

24 5.33 The sales representatives told consumers that they had only three days to cancel
25 their membership purchase.

26

1 **G. The “Prizes”**

2 5.34 After consumers attended the sales presentation, the consumer compared
3 numbers on the promotional mailer with numbers on a poster board to determine if they had
4 won the new Toyota Prius or other prize.

5 **H. 7” Wi-Fi Tablet “Reward”**

6 5.35 A “prize” that Defendants gave consumers after attending the sales presentation
7 was a “certificate” for a 7-inch Wi-Fi tablet (attached hereto is a true and correct copy of
8 “certificate” marked as Exhibit C.). On the top right corner of the page are the words: “this
9 certificate is compliments of: Condo Cruise Club.”

10 5.36 An image of the Tablet offer is below:



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25 5.37 In the largest font on the page is a heading that states: “7” Wi-Fi Tablet” and a
26 picture of a tablet.

1 5.38 Underneath the photograph of the tablet, is bold lettering stating:
2 “Congratulations, you have been rewarded with a Brand New 7” Wi-Fi Tablet shipped right to
3 your door.”

4 5.39 The next paragraph is titled Terms & Conditions, and below that heading is 13
5 lines of text in a small font that states:

6 Terms & Conditions

7 This certificate entitles you to a 7” Wi-Fi Tablet; you just pay
8 taxes, shipping and processing fees. Your cost to redeem this
9 certificate to receive a 7” Wi-Fi Tablet is just taxes; \$14.39,
10 shipping and handling; \$35.06, processing; \$20.50. The grand
11 total of all these fees \$69.95 and this is non-refundable. After you
12 redeem this certificate, please allow 4-6 weeks for delivery. Each
13 product comes with a 30 day warranty. This product will come in
14 the color blue. You will have to pay additional shipping costs for
15 any items that are returned to us as non-deliverable. Limit one per
16 customer. This offer may not be combined with any other coupon.
17 No cash or credit back. No purchaser should rely upon
18 representations other than those included in this certificate. This
19 certificate is void if discontinued or where prohibited by law. The
20 terms of this certificate are subject to change without notice. This
21 certificate shall be deemed null and void if sold to the recipient. If
22 the featured gift item is out of stock, The Redemption Center
23 reserves the right to offer a substitute item of equivalent value.
24 Specifications for featured item: 512MB / 4 GB. Support external
25 3G Internet. Super Slim Panel. CPU – All winner A13 chipset;
26 Cortex A8 @ 1.2GHZ. LCD – 7” TFT touch panel, 16:9, 800*480
screen resolution. Touch Screen – 5 points capacitive panel.
RAM – 512MB DDR3. Storage – Built-in Nand flash 4GB.
External Memory – TF card, maximum 32GB. Webcam – 0.3
Mega Pixel front camera. Built-in Speaker, Built-in microphone,
3.5mm earphone jack. WiFi – Internal wifi module, IEEE 802.11
b/g/n wireless. 4 way G-sensor rotate screen, support 3D games.
Ethernet Support. Multiple image, video and audio formats. This
certificate is only available to U.S. and Canadian Residents only.
If you live in Canada you must mail in the certificate with an
International Money Order for U.S. funds only. Checks will not be
accepted from Canadian Residents due to conversion of funds from
Canada to U.S.

1 5.40 At the bottom left is a box that states:

2 Simply fill out the form on this certificate and enclose payment of
3 U.S. \$69.95. Money Orders only are accepted.

4 Mail* to:

5 Redemption Center
6 7918 El Cajon Blvd Ste N. #334
7 La Mesa, CA 91944

8 5.41 The form provided blank lines for name, address, city, state, zip code, country,
9 phone and email.

10 5.42 In the bottom right of the page was "PAYMENT INFORMATION." Below
11 that was "Payment Method," and a single empty check-box with the words "Money Order"
12 next to it.

13 5.43 Below the "Money Order" box was the text "I agree to terms and conditions"
14 and "Signature" next to a signature line.

15 5.44 Under the signature line was the instruction: Make money orders payable to:
16 "Redemption Center."

17 5.45 The final lines of text were repeated multiple times and state: "You will receive
18 your product by mail within 4-6 weeks. Make money orders payable to: "Redemption Center."

19 **I. The Best Buy \$100 Gift Card**

20 5.46 After the sales presentation, the second "prize" given to requesting consumers
21 was a gift card to Best Buy that Defendants declared was worth "up to" \$100.

22 5.47 When one consumer went home and checked the account balance online, the
23 credit available on the card was \$10 (attached hereto is a true and correct copy of the gift card
24 and online confirmation of balance, marked as Exhibit D).

25 **J. The Membership Agreement Documents**

26 5.48 The Membership Agreement is comprised of eight pages (attached hereto is a
true and correct copy of the Membership Agreement, marked as Exhibits E-L), including a
Membership Application, Purchase Agreement, Terms And Conditions, Acknowledgement,
Membership Agreement Worksheet, Price Match Guarantee, Credit Card Authorization

1 Agreement and Addendum.

2 5.49 On the Purchase Agreement, consumers agree to a certain purchase price plus
3 documentation fee, and to an annual, automatic renewal. See Exhibit F.

4 5.50 The Purchase Agreement also indicates that consumers have three days to
5 cancel the transaction:

6 RIGHT TO CANCEL: You may cancel this agreement any time
7 prior to midnight of the third business day after the date of this
8 transaction, by mailing your notice, certified mail return receipt
9 requested to the address listed above, or by delivering in person
your notice of cancellation. Your full refund will be processed
within 10 days and/or after return of membership manual.

10 5.51 The Terms and Conditions page indicates that the annual membership fee and
11 processing fees may be adjusted each year based upon “a percentage increase equal to the
12 percentage change for the preceding 12-month period in the Consumer Price Index for Urban
13 Wage Earners and Clerical Workers, as dictated by the U.S. Department of Commerce, all
14 items published by the Department of Labor or 10% whichever is greater. See Exhibit G.

15 5.52 The Terms and Condition page includes five paragraphs of instructions to the
16 consumer on how to book travel by using Member Services Group.

17 5.53 The Acknowledgement is a form containing 14 paragraphs. The first 13
18 paragraphs have a signature line for the consumer to initial. See Exhibit H. The introduction
19 states in part:

20 I have purchased a Costules Travel Membership from (sales rep)
21 Bob who represents Costules Travel. To clarify all of the facts
22 pertaining to your Membership, we have prepared this statement of
facts.

23 5.54 The “facts” listed include the assertion that “this membership is a transferable
24 asset,” along with a the name of the membership level purchased, the number of annual weeks
25 of condominium rentals benefits the membership purportedly provides, and stated the average
26 market value of the condominiums provided was between \$195 and \$395 per week.

1 5.55 The “facts” also included that “all terms and conditions pertaining to
2 membership are located in the membership manual.”

3 5.56 The “facts” also include an agreement that Member Services Group is a
4 “licensed and bonded travel agency,” and that “all bookings and discounts booked through”
5 Member Services Group “are booked at the lowest rates made available from hotels, car
6 rentals, cruise lines, package trips, and airlines at the time of booking. We/I understand that
7 the provider of these services reserve the right to make changes in these programs at any time
8 without notice.”

9 5.57 Another “fact” in the Acknowledgement form states that the consumer
10 understands “this membership does not extend savings on domestic airfare but guarantees
11 members the lowest prices at the time of booking.”

12 5.58 The final “fact” on the form states: “Our/my decision to make this purchase was
13 not based on any type of high-pressure sales tactics and the initial purchase amount of \$[blank]
14 will not cause any financial hardship to the purchaser.” See Exhibit H.

15 5.59 The “Membership Agreement Worksheet” is a form that reflects the member’s
16 contact information and the “type” of membership, along with a “number of weeks, “number
17 of short notice specials” and number of households” that is presumably related to membership
18 benefits. (See Exhibit I)

19 5.60 The Membership Agreement Worksheet also contains the prices of each:
20 membership, “document fees,” and “annual dues.”

21 5.61 The Membership Agreement Worksheet also has a space for
22 “Notes/Addendum.” In the provided sample Agreement, the notes reveal, “bonus trip to
23 Hawaii for 2 [people including] airfare [expires] 12 months.”

24 5.62 The Worksheet has two signature lines for members, and five signature lines for
25 Defendant’s representatives, with the following titles: “Rep,” 2 lines for “Manager,”
26 “Podium,” and “V.O.”

1 5.63 The Price Match Guarantee states:

2 As a member of Member Services Group, you are hereby
3 guaranteed to receive the lowest price available from Member
4 Services Group on the day that you confirm your travel
5 arrangements with our travel agency. If you find a lower price
6 anywhere for the exact same itinerary, simply notify our office the
7 same business day. We will either find a lower price or match
8 your price guaranteed.

6 We offer the lowest published fare available. We do not price
7 match consolidator fares or any internet fares for which we cannot
8 verify the price and itinerary. A complete copy of the offer must
9 be received in our office within 24 hours of receiving your quote
10 from Member Services Group.

9 5.64 The Credit Card Authorization Agreement contains the consumer’s contact
10 information and states: “I authorize “Member Access” or its assignees to charge my credit card
11 account in the amount of \$ [blank]. I agree to all the terms and conditions of this authorization
12 and contract. Your credit card transaction will show as “Member Access.”

13 5.65 The Credit Card Authorization Agreement contains a statement in bold
14 lettering: “I understand this is a non-refundable transaction.”

15 5.66 Above the consumer’s signature line is a statement in bold lettering: “Card
16 member acknowledges receipt of services in the amount of the total shown hereon and agrees
17 to perform the obligations set forth by the card member’s agreement with the issuer.”

18 5.67 The address at the bottom of this Agreement is: 4336 Sea Mountain Hwy, Little
19 Rivers, SC 29566.

20 5.68 At the time of purchase, consumers did not receive all the materials and
21 information they needed in order to use their membership benefits. Specifically, consumers
22 were not provided with links to the website, passwords and logon information, and no
23 membership manual.

24 5.69 Also at the time of purchase, consumers were told they would immediately
25 receive the materials and information necessary to access the membership benefits, but this did
26 not happen.

1 5.70 The members-only website often did not work properly, and contained expired
2 package tours and limited travel options. When consumers used the website to request quotes
3 for travel, Defendants failed to respond. One consumer characterized the website as “a
4 disaster.”

5 5.71 Consumers called the phone number provided, and rarely received return calls.
6 When calls were returned, the representatives typically provided no meaningful help to
7 consumers trying to book travel.

8 5.72 Consumers were told that they had three days to cancel their membership, yet
9 they did not receive the necessary membership information to access the website within that
10 time frame.

11 5.73 When consumers tried to cancel a membership more than three days after the
12 transaction, Defendants refused to issue a refund because the three day rescission period had
13 expired.

14 5.74 On occasion, when consumers tried to cancel a membership, Brad Sisneros
15 would personally call and badger the consumer, demanding they work with him to book travel
16 and refusing to refund membership fees.

17 5.75 When consumers were able to evaluate the membership prices, they found the
18 prices were not a “deal” and were similar or identical to prices available to the public.

19 5.76 Many consumers, upon realizing that the memberships did not provide the
20 benefits promised in the sales presentation, requested refunds. Defendants refused to provide
21 refunds.

22 **VI. FIRST CLAIM FOR RELIEF**

23 **(Violation of the Promotional Advertising of Prizes Act, RCW 19.170)**

24 6.1 Plaintiff realleges and incorporates by reference the allegations set forth in each of
25 the preceding paragraphs of this Complaint.

26 6.2 Defendants are “promoters,” engaged in a “promotion” of services and products,
and/or is a “sponsor,” and the solicitation letters constitute an “offer” and/or “prize” within the

1 meaning of the Promotional Advertising of Prizes Act, RCW 19.170.020.

2 6.3 RCW 19.170.030(1) requires that all offers of prizes identify the name and address
3 of the promoter and the sponsor of the promotion.

4 6.4 Defendants violated RCW 19.170.030(1) because the solicitation postcards failed
5 to include the name and address of the promoter and the sponsor of the free Toyota Prius.

6 6.5 All offers must state a verifiable retail value of each prize offered in it.
7 RCW 19.170.030(2). “Verifiable retail value” means a price at which a promoter or sponsor can
8 demonstrate “a substantial number of prizes have been sold at retail in the local market by a
9 person other than the promoter or sponsor.” RCW 19.170.020(10).

10 6.6 The solicitation postcards violated RCW 19.170.030(2) because no “retail value”
11 was provided for the Toyota Prius.

12 6.7 Also, page one of the tube mailers violated RCW 19.170.030(2) because no “retail
13 value” was provided related to the Toyota Prius, the Samsung television, the Galaxy Smart phone
14 or the Android tablet.

15 6.8 In a promotional prize offer, if an element of chance is involved in winning the
16 prize, each offer must state the odds the participant has of being awarded each prize. “The odds
17 must be expressed in Arabic numerals, in ratio form, based on the total number of prizes to be
18 awarded and the total number of offers distributed.” RCW 19.170.030(3)(a).

19 6.9 The postcard violated RCW 19.170.030(3) because it did not state the odds of
20 winning the Toyota Prius prize.

21 6.10 Page one of the tube mailer violated RCW 19.170.030(3) because it did not state
22 the odds of winning the Toyota Prius prize.

23 6.11 Page one of the tube mailer violated RCW 19.170.030(3) because it did not state
24 the odds of winning the Samsung television prize.

25 6.12 Page one of the tube mailer violated RCW 19.170.030(3) because it page did not
26 state the odds of winning the Galaxy Smart phone prize.

1 6.13 Page one of the tube mailer violated RCW 19.170.030(3) because it did not state
2 the odds of winning the Android tablet prize.

3 6.14 A promotional prize notice must state the verifiable retail value and odds for each
4 prize “in immediate proximity on the same page with the first listing of each prize in type at least
5 as large as the typeface used in the standard text of the offer.” RCW 19.170.030(4).

6 6.15 Page two of the tube mailer violated RCW 19.170.030(4) because it placed the
7 retail values and odds for each offer at the very bottom of the page, not in the immediate
8 proximity of the prizes listing.

9 6.16 Page two of the tube mailer also violated RCW 19.170.030(4) because the retail
10 values and odds for each offer were listed in a tiny font size that was dramatically smaller than the
11 prizes listing.

12 6.17 Under RCW 19.170.030(3(c)), the odds of winning the prize must be stated in a
13 manner that will not deceive or mislead a person about that person's chance of being awarded a
14 prize.

15 6.18 Page two of the tube mailer included: “Prize #4 New Android Touchpad Tablet,
16 ARV \$179, odds of winning 9997:10,000 and thus was deceptive and misleading about the
17 consumer’s chance of winning the Android Touchpad Tablet, because it contradicts the statement
18 that only one prize would be awarded at each level.

19 6.19 Page two of the tube mailer included the statement: “Maximum of one prize award
20 available per prize level. In the event of print/mechanical errors or duplicate winning numbers
21 distributed in error, the number match contest is void and no prizes will be awarded. In event an
22 error voids contest, promotion will be re-mailed at a future date.” This statement is deceptive and
23 misleading because it is impossible for the consumer to know if “print/mechanical errors or
24 duplicate winning numbers” were actually distributed in error. Moreover, the promoters can
25 always claim this occurrence and not be held responsible for distributing any prizes.
26

1 6.20 If a person is required to attend a sales presentation in order to claim a prize that
2 will be rewarded, the requirement must be conspicuously disclosed in bold-face type at least as
3 large as the typeface used in the standard text of the offer. RCW 19.170.030(5).

4 6.21 Defendants violated RCW 19.170.030(5) because the postcard did not contain
5 disclosures informing consumers that in order to be eligible to win the Toyota Prius, consumers
6 first had to attend a sales presentation.

7 6.22 Defendants violated RCW 19.170.030(5) because neither page one or page two of
8 the tube mailers contained disclosures informing consumers that in order to be eligible to win the
9 Toyota Prius, the Samsung television, the Galaxy Smart phone, the Android tablet, or the Best
10 Buy gift card, consumers first had to attend a sales presentation.

11 6.23 If receiving the prize requires “a winning ticket, the offer itself, a token, number,
12 lot, or other device used to determine winners in a particular promotion . . . presented to a
13 promoter or a sponsor, this fact must be clearly stated on the first page of the offer.”
14 RCW 19.170.030(8).

15 6.24 The postcard offer violated RCW 19.170.030(8) because the postcard failed to
16 clearly state that the device used to determine the winner was a “VIN Gauge” and this number had
17 to match the VIN on the Prius prize.

18 6.25 Page one of the tube mailer violated RCW 19.170.030(8) because it failed to
19 clearly explain that the device used to determine the winner was a “VIN Gauge” and this number
20 had to match the VIN on the Prius prize.

21 6.26 Page one of the tube promotional prize mailer violated RCW 19.170.030(8)
22 because it failed to clearly explain how a winner is chosen for the four prizes listed on the page.

23 6.27 Page two of the tube promotional prize mailer violated RCW 19.170.030(8)
24 because it failed to clearly explain how a winner is chosen for the four prizes listed on the page.
25
26

1 6.28 A promoter may not term an offer a prize, gift award or similar term if the
2 recipient is required to spend any sum of money in order to receive the item.
3 RCW 19.170.030(6).

4 6.29 Defendants violated RCW 19.170.030(6) in the offer for the 7” tablet because the
5 offer failed to adequately inform the consumer that the tablet was not free.

6 6.30 The confirmation email violates RCW 19.170.030(6), because it states, “Gift
7 pickup,” but no “gift” was offered. The consumer had to purchase the tablet.

8
9 **VII. SECOND CLAIM FOR RELIEF**

10 **(Violation of the Washington Consumer Protection Act, RCW 19.86 – Per Se
11 Unfair/Deceptive Business Practices Based on Violation of RCW 19.170)**

12 7.1 Plaintiff realleges and incorporates by reference the allegations set forth in each
13 of the preceding paragraphs of this Complaint.

14 7.2 Pursuant to RCW 19.170.010(2), a violation of RCW Chapter 19.170, is a
15 violation of the Washington Consumer Protection Act, RCW 19.86.

16 7.3 As alleged above, Defendant’s business acts and/or practices violate
17 RCW Chapter 19.170.

18 7.4 As a result, Defendants violated the Washington Consumer Protection Act,
19 RCW 19.86.

20 **VIII. THIRD CLAIM FOR RELIEF**

21 **(Violation of the Sellers of Travel Act, RCW 19.138)**

22 8.1 Plaintiff realleges and incorporates by reference the allegations set forth in each of
23 the preceding paragraphs of this Complaint.

24 8.2 Defendants are a “seller of travel,” and a “seller of travel-related benefits,”
25 engaged in the “sale of travel-related benefits,” and the “sales of travel club memberships,” within
26 the meaning of RCW 19.138.021.

1 8.3 Under RCW 19.138.030, a seller of travel shall not advertise that any travel
2 services are or may be available unless it has, prior to the advertisement, determined that the
3 product advertised was available at the time the advertising was placed.

4 8.4 Defendants violated RCW 19.138.030 during the sales presentation when its
5 representatives made multiple claims about specific prices of lodging, cruises, and vacation
6 packages that were not available when consumers tried to make reservations.

7 8.5 Under RCW 19.138.150, a seller of travel is required to perform its duties
8 reasonably and with ordinary care in providing travel services.

9 8.6 Defendants violated RCW 19.138.150 when it sent, or caused to be sent,
10 solicitation letters that were deceptive and unfair because they implied consumers were eligible to
11 win a new Toyota Prius, when in fact they had to first attend a sales presentation to be entered into
12 the drawing. The solicitation letters were also deceptive because they stated that the consumer
13 was “guaranteed” to win one of four prizes, but the tiny print stated that only *one of each prize*
14 would be awarded, and thus only four prizes total were available. Using these deceptive
15 solicitation letters was unreasonable and not performed with ordinary care.

16 8.7 Defendants violated RCW 19.138.150 when its representatives made multiple
17 misrepresentations about discounts and benefits related to membership during the sales
18 presentations, which was unreasonable and not performed with ordinary care.

19 8.8 After consumers purchased a membership, Defendants violated RCW 19.138.150
20 by failing to provide working access logins and passwords to consumers and by failing to timely
21 respond to consumers requests for assistance, which was unreasonable and not performed with
22 ordinary care.

23 8.9 RCW 19.138.320(1) requires that a contract for a sale of travel-related benefits
24 may be canceled by the purchaser not later than midnight of the seventh calendar day following
25 the day on which the contract is signed or when the consumer receives all membership materials,
26 whichever is later.

1 8.10 Defendants violated RCW 19.138.320(1) by allowing consumers only three days,
2 instead of the statutorily required seven days, to cancel the contract. Defendants also violated
3 RCW 19.138.320(1) when it refused to allow consumers to cancel the contract if the consumer
4 attempted to cancel more than three days from the date of the contract.

5 **IX. FOURTH CLAIM FOR RELIEF**

6 **(Violation of the Washington Consumer Protection Act, RCW 19.86 – Per Se
7 Unfair/Deceptive Business Practices Based on Violation of RCW 19.138)**

8 9.1 Plaintiff realleges and incorporates by reference the allegations set forth in each of
9 the preceding paragraphs of this Complaint.

10 9.2 Pursuant to RCW 19.138.290, a violation of RCW 19.138, is a violation of the
11 Washington Consumer Protection Act, RCW 19.86.

12 9.3 As alleged above, Defendants’ business acts and/or practices violate
13 RCW 19.138.

14 9.4 As a result, Defendants violated the Washington Consumer Protection Act,
15 RCW 19.86.

16 **X. FIFTH CLAIM FOR RELIEF**

17 **(Violations of the Washington Consumer Protection Act, RCW 19.86.020
18 – Deceptive and/or Unfair Representations in the Solicitation Letters)**

19 10.1 Plaintiff realleges and incorporates by reference the allegations set forth in each of
20 the preceding paragraphs of this Complaint.

21 10.2 Defendants are “persons” within the meaning of the Consumer Protection Act,
22 RCW 19.86.010(1).

23 10.3 Defendants conduct “trade” or “commerce” within the meaning of the Consumer
24 Protection Act, RCW 19.86.010(2).

25 10.4 Defendants engaged in unfair and/or deceptive acts or practices within the
26 meaning of RCW 19.86.020 by mailing or causing to be mailed deceptive and unfair solicitation
letters to consumers.

10.5 The Defendants’ solicitation letters were deceptive because the letter declared that

1 the consumer was a “VIP Guest,” and that the consumer was “a finalist” in a “Special Giveaway”
2 when in fact the consumers were not finalists because no culling of entrants was conducted prior
3 to sending the mass-mailing. Also, each consumer was termed a “V.I.P.,” which was deceptive
4 because the term implies the pool of eligible participants is intentionally limited to a small
5 number, when the solicitations were sent in a mass mailing.

6 10.6 The Defendants’ solicitation letters were deceptive because they created a false
7 sense of urgency by claiming the consumer had received an “expedited – time sensitive” offer, in
8 order to win the car, the consumer had to call “immediately,” and if the consumer did not call
9 within 72 hours, the “gift” would be given away.

10 10.7 They were also deceptive in that the mailings implied consumers would receive a
11 free \$100 gift card to Best Buy, when in fact the gift card was often for \$10.

12 10.8 The solicitation letters used deceptive language, proclaiming that consumers had
13 received a “winning code,” the “odds of winning are incredible” when no odds were provided,
14 and consumers were “guaranteed to win one of these 4 prizes,” when in fact only four prizes total
15 were available.

16 10.9 Page one of tube mailer used false and deceptive language by indicating in the tiny
17 print that consumers were “invited to attend a courteous [sic] tour of facilities, lasting
18 approximately 90 minutes,” when in fact consumers were not given a tour, but instead had to
19 attend a 90-minute sales presentation.

20 10.10 Defendants’ solicitation letters were deceptive because they had the capacity to
21 mislead a substantial number of consumers.

22 10.11 Defendants’ solicitation letters were unfair because they offend public policy as it
23 has been established by statutes, regulations, and common law or otherwise, including, but not
24 limited to the public policy established by RCW 19.86.

25 10.12 Defendants’ solicitation letters were unfair because they are unethical, oppressive,
26 or unscrupulous.

1 10.13 As alleged above, Defendants' business acts and/or practices violate
2 RCW 19.86.020, and as a result, Defendants violated the Washington Consumer Protection Act,
3 RCW 19.86.

4 10.14 Defendants' conduct affects the public interest and has a capacity to mislead a
5 substantial number of consumers and constitutes unfair or deceptive acts or practices in trade or
6 commerce and unfair methods of competition in violation of RCW 19.86.020.

7 **XI. SIXTH CLAIM FOR RELIEF**

8 **(Violations of Washington Consumer Protection Act, RCW 19.86.020**
9 **– Deceptive and/or Unfair Representations in the Email Confirmation)**

10 11.1 Plaintiff realleges and incorporates by reference the allegations set forth in each of
11 the preceding paragraphs of this Complaint.

12 11.2 Defendants' are "persons" within the meaning of the Consumer Protection Act,
13 RCW 19.86.010(1).

14 11.3 Defendants' conduct "trade" or "commerce" within the meaning of the Consumer
15 Protection Act, RCW 19.86.010(2).

16 11.4 Defendants' email confirmations were deceptive because the first line of the email,
17 in huge typeface, declared "GIFT PICKUP" when in fact consumers received nothing for free at
18 the seminar.

19 11.5 The Defendants' email confirmations were deceptive because they had the
20 capacity to mislead a substantial number of consumers.

21 11.6 The Defendants' email confirmations were unfair because they offend public
22 policy as it has been established by statutes, regulations, and common law or otherwise, including,
23 but not limited to the public policy established by RCW 19.86.

24 11.7 The Defendants' email confirmations were unfair because they are unethical,
25 oppressive, or unscrupulous.
26

1 11.8 Defendants' conduct affects the public interest and has a capacity to mislead a
2 substantial number of consumers and constitutes unfair or deceptive acts or practices in trade or
3 commerce and unfair methods of competition in violation of RCW 19.86.020.

4
5 **XII. SEVENTH CLAIM FOR RELIEF**

6 **(Violations of the Washington Consumer Protection Act, RCW 19.86.020**
7 **– Deceptive and/or Unfair Representations in the 7" Wi-Fi Tablet Offer)**

8 12.1 Plaintiff realleges and incorporates by reference the allegations set forth in each
9 of the preceding paragraphs of this Complaint.

10 12.2 Defendants are "persons" within the meaning of the Consumer Protection Act,
11 RCW 19.86.010(1).

12 12.3 Defendants conduct "trade" or "commerce" within the meaning of the
13 Consumer Protection Act, RCW 19.86.010(2).

14 12.4 Defendants engaged in unfair and/or deceptive acts or practices within the
15 meaning of RCW 19.86.020 by giving consumers who attended the sales presentation an offer
16 for a Wi-Fi tablet characterized as a "reward."

17 12.5 The Wi-Fi Tablet offer was deceptive because the offer indicated it was a
18 "certificate compliments of Condo Cruise Club," thus implying that the tablet was free, but
19 consumers had to pay at least \$69.95 in order to obtain the tablet.

20 12.6 Also, the tablet offer was deceptive because it stated, "Congratulations, you
21 have been rewarded with a Brand New 7" Wi-Fi Tablet shipped right to your door," implying
22 that the tablet was a "reward" and thus it was free, but consumers had to pay at least \$69.95 in
23 order to obtain the tablet.

24 12.7 The Defendants' Wi-Fi tablet offer was deceptive because they created the
25 impression that the tablet was a "reward" and it was being given to the consumer at no cost to
26 the consumer.

1 12.8 Defendants' Wi-Fi tablet offer was deceptive because it had the capacity to
2 mislead a substantial number of consumers.

3 12.9 Defendants' Wi-Fi tablet offer was unfair because it offends public policy as it
4 has been established by statutes, regulations, and common law or otherwise, including, but not
5 limited to the public policy established by RCW 19.86.

6 12.10 Defendants' Wi-Fi tablet offer was unfair because it was unethical, oppressive,
7 or unscrupulous.

8 12.11 As alleged above, Defendants' business acts and/or practices violate
9 RCW 19.86.020, and as a result, Defendants violated the Washington Consumer Protection
10 Act, RCW 19.86.

11 12.12 Defendants' conduct affects the public interest and has a capacity to mislead a
12 substantial number of consumers and constitutes unfair or deceptive acts or practices in trade
13 or commerce and unfair methods of competition in violation of RCW 19.86.020.

14 **XIII. EIGHTH CLAIM FOR RELIEF**

15 **(Violations of Washington Consumer Protection Act, RCW 19.86.020** 16 **– Deceptive and/or Unfair Representations in the Sales Presentations)**

17 13.1 Plaintiff realleges and incorporates by reference the allegations set forth in each of
18 the preceding paragraphs of this Complaint.

19 13.2 Defendants are "persons" within the meaning of the Consumer Protection Act,
20 RCW 19.86.010(1).

21 13.3 Defendants conduct "trade" or "commerce" within the meaning of the Consumer
22 Protection Act, RCW 19.86.010(2).

23 13.4 Defendants engaged in unfair and/or deceptive acts or practices within the
24 meaning of RCW 19.86.020, by making misrepresentations during the sales presentations
25 regarding the membership benefits, including but not limited to significant discounts and
26 availability of travel-related benefits and services.

1 13.5 The sales presentations were deceptive because Defendants’ representatives told
2 consumers that a travel club membership would offer deep discounts on the price of
3 condominiums and cruise ship travel packages, when in fact the prices offered to members were
4 no better than prices available to the public.

5 13.6 The sales presentations were deceptive because the Defendants’ representatives
6 told consumers that with a membership, consumers could obtain travel-related services and
7 benefits at prices below those offered by Expedia, when in fact the membership prices were no
8 better than, and sometimes more than, the prices offered by Expedia for comparable services.

9 13.7 Defendants’ sales presentations were deceptive because the representatives created
10 a high-pressure sales environment by telling consumers that the price was good for that day only,
11 when in fact the prices varied between consumers and each sales presenter could alter the pricing
12 and benefits.

13 13.8 The Defendants’ sales presentations were deceptive because its representatives
14 told consumers that they could book their own travel through the membership website, when in
15 fact the website rarely, if ever, worked properly for consumers.

16 13.9 The Defendants’ sales presentations were deceptive because its representatives
17 told consumers that they had only three days after the membership purchase to cancel, when
18 Washington law allows seven days in which to cancel a travel club membership.

19 13.10 Defendants’ sales presentations were deceptive because they had the capacity to
20 mislead a substantial number of consumers.

21 13.11 Defendants’ sales presentations were unfair because they offend public policy as it
22 has been established by statutes, regulations, and common law or otherwise, including, but not
23 limited to the public policy established by RCW 19.86.

24 13.12 Defendants’ sales presentations were unfair because they are unethical, oppressive,
25 or unscrupulous.
26

1 13.13 Defendants’ conduct affects the public interest and has a capacity to mislead a
2 substantial number of consumers and constitutes unfair or deceptive acts or practices in trade or
3 commerce and unfair methods of competition in violation of RCW 19.86.020.

4 **XIV. NINTH CLAIM FOR RELIEF**

5 **(Violations of Washington Consumer Protection Act, RCW 19.86.020 –**
6 **Deceptive and/or Unfair Practices in the Membership Agreement Documents)**

7 14.1 Plaintiff realleges and incorporates by reference the allegations set forth in each
8 of the preceding paragraphs of this Complaint.

9 14.2 Defendants engaged in unfair and/or deceptive acts or practices within the
10 meaning of RCW 19.86.020, in its various Membership Agreement documents that each
11 consumer wanting to become a member was required to execute.

12 14.3 The Purchase Agreement document is deceptive because it incorrectly informs
13 members that they have three days to cancel the transaction.

14 14.4 The Purchase Agreement indicates in order to cancel the transaction, the
15 consumer must mail a notice, or must deliver in person a notice of cancellation, yet the
16 Agreement provides no address for Member Services Group, and it is unclear which party –
17 Costless Travel or Member Services Group – a consumer must contact in order to cancel.

18 14.5 The Purchase Agreement is deceptive because the Terms and Conditions page
19 indicates that the annual membership fee and processing fees may be adjusted each year based
20 upon “a percentage increase equal to the percentage change for the preceding 12-month period
21 in the Consumer Price Index for Urban Wage Earners and Clerical Workers, as dictated by the
22 U.S. Department of Commerce, all items published by the Department of Labor or 10%
23 whichever is greater.” This fails to fully inform consumers in understandable terms that the
24 price of membership may be increased, and how much it may be increased, annually.

25 14.6 The Membership Agreement is deceptive because the Acknowledgement form
26 contains a declaration for consumers to initial that renders the Membership Agreement
essentially meaningless: “We/I understand that all bookings and discounts booked through

1 MSG a licensed and bonded travel agency are booked at the lowest rates made available, from
2 hotels, car rentals, cruise lines, package trips, and airlines at the time of booking. We/I
3 understand that the provider of these services reserve the right to make changes in these
4 programs at any time without notice.”

5 14.7 The Membership Agreement is deceptive because the Acknowledgement form
6 contains a declaration for consumers to initial that indicates, “We/I understand that all terms
7 and conditions pertaining to membership are located in the membership manual,” when
8 consumers have not yet received the membership manual and therefore at signing, consumers
9 are unable to fully determine what is contained within the manual.

10 14.8 The Membership Agreement is deceptive because the Acknowledgement form
11 contains a declaration for consumers to initial that indicates, “We/I understand that this
12 membership does not extend savings on domestic airfare but guarantees the members the
13 lowest prices at the time of booking,” which is intended to sound like a “guarantee” but in fact
14 guarantees nothing to consumers.

15 14.9 The Membership Agreement is deceptive because the Acknowledgement form
16 contains a declaration for consumers to initial that indicates, “Our/my decision to make this
17 purchase was not based on any type of high-pressure sales tactics and the initial purchase
18 amount ... will not cause any financial hardship as the purchaser.” This is deceptive because
19 the consumer is still under the influence of the high-pressure sales tactics when required to sign
20 the Acknowledgement form.

21 14.10 The Membership Agreement is deceptive because the Price Match Guarantee
22 states, “We offer the lowest published fare available. We do not price match consolidator fares
23 or any internet fares for which we cannot verify the price and the itinerary” but does not
24 disclose the process of “verification,” and thus Defendants retain sole discretion in whether to
25 honor a less expensive fare.
26

1 14.11 The Membership Agreement is deceptive because the Credit Card Authorization
2 Agreement states in bold, “I understand this is a non-refundable transaction,” when in fact
3 consumers have seven days in which to rescind membership.

4 14.12 The Membership Agreement is deceptive because it has the capacity to mislead
5 a substantial number of consumers.

6 14.13 The Membership Agreement is unfair because it offends public policy as it has
7 been established by statutes, regulations, and common law or otherwise, including, but not
8 limited to the public policy established by RCW 19.86.

9 14.14 The Membership Agreement is unfair because it is unethical, oppressive, or
10 unscrupulous.

11 14.15 Defendants’ conduct in requiring consumers who wish to purchase a
12 membership to execute the Membership Agreement documents affects the public interest and
13 has a capacity to mislead a substantial number of consumers and constitutes unfair or deceptive
14 acts or practices in trade or commerce and unfair methods of competition in violation of
15 RCW 19.86.020.

16 **XV. TENTH CLAIM FOR RELIEF**

17 **(Violations of Washington Consumer Protection Act, RCW 19.86.020 – 18 Deceptive and/or Unfair Practices after Purchase)**

19 15.1 Plaintiff realleges and incorporates by reference the allegations set forth in each of
20 the preceding paragraphs of this Complaint.

21 15.2 Defendants are “persons” within the meaning of the Consumer Protection Act,
22 RCW 19.86.010(1).

23 15.3 Defendants conduct “trade” or “commerce” within the meaning of the Consumer
24 Protection Act, RCW 19.86.010(2).

25 15.4 During the three days after a consumer purchased a membership, the acts of
26 Defendants were deceptive because they used tactics to prevent consumers from accessing the
members-only website, including, but not limited to failing to answer the phone, failing to return

1 phone calls or emails, providing consumers with faulty usernames and passwords, and failing to
2 provide a working website.

3 15.5 During the three days after a consumer purchased a membership, the acts of
4 Defendants were deceptive because consumers were prevented from accessing the members-only
5 website, consumers were unable to determine the value of the membership during the purported
6 three-day rescission period.

7 15.6 Defendants' acts during the three days after a consumer purchased a membership
8 were unfair because they offend public policy as it has been established by statutes, regulations,
9 and common law or otherwise, including, but not limited to the public policy established by
10 RCW 19.170.

11 15.7 Defendants' acts during the three days after a consumer purchased a membership
12 were unfair because they are unethical, oppressive, or unscrupulous.

13 15.8 Defendants' conduct affects the public interest and has a capacity to mislead a
14 substantial number of consumers and constitutes unfair or deceptive acts or practices in trade or
15 commerce and unfair methods of competition in violation of RCW 19.86.020.

16 **XVI. PRAYER FOR RELIEF**

17 **WHEREFORE**, Plaintiff, State of Washington, prays for relief as follows:

18 16.1 That the Court finds that Defendants have engaged in the conduct complained of
19 herein.

20 16.2 That the Court finds that the conduct complained of herein violates the
21 Promotional Advertising of Prizes Act, RCW 19.170, and therefore violates the Consumer
22 Protection Act, RCW 19.86, *per se*.

23 16.3 That the Court finds that the conduct complained of violates the Sellers of Travel
24 Act, RCW 19.138, and therefore violates the Consumer Protection Act,
25 RCW 19.86, *per se*.

1 16.4 That the Court finds that the conduct complained of herein violates the Consumer
2 Protection Act, RCW 19.86.

3 16.5 That the Court issues a permanent injunction enjoining and restraining Defendants,
4 and their representatives, successors, assigns, officers, agents, servants, employees, and all other
5 persons acting or claiming to act for, on behalf of, or in active concert or participation with
6 Defendants, from continuing or engaging in the unlawful conduct complained of herein and from
7 offering travel related services within the state of Washington.

8 16.6 That the Court assesses civil penalties, pursuant to RCW 19.86.140, of up to two
9 thousand dollars (\$2,000) per violation against Defendants for each and every violation of
10 RCW 19.86.020 caused by the conduct complained of herein.

11 16.7 That the Court assesses civil penalties, pursuant to RCW 19.138.240, for each and
12 every violation of RCW 19.138, of up to two thousand dollars (\$2,000) per violation against
13 Defendants.

14 16.8 That the Court makes such orders pursuant to RCW 19.86.080 as it deems
15 appropriate to provide for restitution to consumers of money or property acquired by Defendants
16 as a result of the conduct complained of herein.

17 16.9 That the Court makes such orders pursuant to RCW 19.86.080 to provide that the
18 Plaintiff, State of Washington, have and recover from Defendants the costs of this action,
19 including reasonable attorneys' fees.

20 16.10 For such other relief as the Court may deem just and proper.

21 DATED this 25th day of January, 2016.

22 ROBERT W. FERGUSON
23 Attorney General

24 /s/ Julia D. McGann
25 JULIA DOORIS MCGANN, WSBA #22907
26 Assistant Attorney General
Attorneys for Plaintiff
State of Washington

EXHIBIT A

VIP GUEST

PRSRST STD
U.S. POSTAGE
PAID
DAYTONA BEACH, FL
PERMIT NO. 242

EXPEDITED - Time Sensitive

SENDER: CORRESPONDENCE IS PERSONAL & CONFIDENTIAL

IN HOME DATES: IMMEDIATELY	WINNING NUMBER 307104
RECIPIENT STATUS: VERIFIED - PRESELECTED	RSVP CODE: 4806

258 - R018
John [REDACTED]
Or Current Resident
[REDACTED]
Issaquah, WA 98027 [REDACTED]



Congratulations John!

You are a finalist in our 2014 Toyota Prius V.I.P. Special Giveaway! We have mailed out a unique winning tube in your area. If you received a tube with a VIN Gauge please call this number immediately (855) 576-0714.

*John, call today and also receive up to a \$100 Best Buy Card. *While supplies last.*

Thank You,

Creative Vacations

P.S. John, if we do not hear from you within 72 hours your gift will be given to an alternate recipient.

*See tube mailer for details.

TN071356

EXHIBIT B

The insurance company hopes you don't come in but...we hope you will!

Call within 72 hours to RSVP and also receive a complimentary Best Buy® GiftCard up to \$100* while supplies last

CALL NOW

855-576-0714

RSVP CODE

4806

GUARANTEED TO WIN ONE OF THESE 4 PRIZES

1. 2014 Toyota Prius
2. Samsung 51" 3D Plasma TV
3. Galaxy S4 Smart Phone
4. New Android Touchpad Tablet

HOURS
Monday - Sunday
9:00am to 9:00pm



WIN A 2014
Toyota Prius

Call for details. Some restrictions apply. Purchase does not increase chance of winning. This Promotion Giveaway is sponsored by and given away by Creative Vacations. Void where prohibited. See complete rules available at Creative Vacations 1300 Post Alley Seattle, WA 98101. Match your number up to our Game Board to see which one you will receive. This program is specifically designed for currently employed or retired people with a combined income of \$50,000 per year and are 25 years of age or older. If married, both husband and wife must be present. You are invited to attend a courteous tour of our facilities lasting approximately 90 minutes. We can honor one invitation per household. Contest begins 6/19/2014 and ends 8/31/2014. Open to legal U.S. residents, age 25 or older with a valid driver's license who received an original mail piece via U.S. Mail. Employees of Creative Vacations, members, past visitors, mail house, AHNO, associated sponsors or agencies, and their family members and members of same household are ineligible. Addressee must redeem original mail piece in person by close of business on 8/31/2014. Original number on mail piece must match a randomly selected winning number to win corresponding prize. Winning number(s) will be displayed during normal business hours between contest dates at participating locations. Winning number(s) may not be released over the phone. Available prizes, approximate retail value and odds of winning: Prize#1 2014 Toyota Prius, ARV \$25,000, tax, tag and title not included, odds of winning 1:10,000.; Prize#2 Samsung 51" 3D Plasma TV, ARV \$850, odds of winning 1:10,000; Prize#3 Galaxy S4 Smart Phone, ARV \$629, odds of winning 1:10,000; Prize#4 New Android Touchpad Tablet, ARV \$179, odds of winning 9997:10,000. Odds for \$100 Best Buy® Gift Card are 1:10,000. Maximum of one prize award available per prize level. In the event of print/mechanical errors or duplicate winning numbers distributed in error, the number match contest is void and no prizes will be awarded. In event an error voids contest, promotion will be re-mailed at a future date. All validly claimed prizes will be awarded. Any unclaimed prizes will not be awarded. First time visitors only. Sponsor not responsible for late, lost, misdirected or damaged mail. No purchase or submission to sales presentation necessary. BEST BUY® is not affiliated with Creative Vacations. Best Buy® does not sponsor, endorse, approve or have any responsibility for this promotion. Best Buy® does not sponsor, endorse, approve or have any responsibility for this promotion. BEST BUY®, the BEST BUY® logo and the tag design are trademarks of Best Buy® and its affiliated companies: Creative Vacations 1300 Post Alley Seattle, WA 98101.

A WINNING VIN NUMBER HAS BEEN MAILED

The insurance company hopes you don't come in but...we hope you will!

AUTO-V.I.N. NUMBER

2014 Toyota Prius

2GNFLEEK5D6 

There are 17 digits per V.I.N. The last 6 indicates the order which manufactured.

**IF YOU RECEIVED A
VIN GAUGE™, PULL TAB TO
ACTIVATE AND REVEAL YOUR
WINNING CODE.**

YOU'RE A FINALIST! CALL IMMEDIATELY

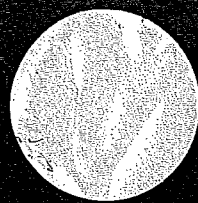
855-576-0714



Actual V.I.N. Numbers have been loaded into every V.I.N. Gauge™. One of which could match the 2014 Toyota Prius. Bring in your activated V.I.N. Gauge™ to the event and if the revealed 6 digit number matched the number you scratch off you could be the winner of the Toyota Prius!

**Odds of Winning
Car are Incredible!**

**IF THE NUMBER YOU HAVE MATCHES THE
NUMBER IN YOUR V.I.N. GAUGE™, YOU HAVE
DEFINITELY WON ONE OF THESE PRIZES!**



**GUARANTEED
TO WIN ONE OF
THESE 4 PRIZES**

**RSVP within 72 hours
AND ALSO RECEIVE
UP TO \$100 BEST BUY®
GiftCard!*** while supplies last



V.I.P. SPECIAL Giveaway

**OVER \$25,000 IN CASH
OR PRIZES**

1. 2014 Toyota Prius
2. Samsung 51" 3D Plasma TV
3. Galaxy S4 Smart Phone
4. New Android Touchpad Tablet

WINNING VIN Gauge™ & RESERVATION# MUST MATCH FOR THAT PRIZE

**CALL
NOW**

855-576-0714

EXHIBIT C

The certificate is compliments of:

Condo Cruise Club

7" Wi-Fi Tablet



Congratulations, you have been rewarded with a Brand New 7" Wi-Fi Tablet shipped right to your door.

Terms & Conditions

This certificate entitles you to a 7" Wi-Fi Tablet; you just pay taxes, shipping and processing fees. Your cost to redeem this certificate to receive a 7" Wi-Fi Tablet is just taxes; \$14.39, shipping and handling; \$35.06, processing; \$20.50. The grand total of all these fees is \$69.95 and this is non-refundable. After you redeem this certificate, please allow 4-6 weeks for delivery. Each product comes with a 30 day warranty. This product will come in the color blue. You will have to pay additional shipping costs for any items that are returned to us as non-deliverable. Limit one per customer. This offer may not be combined with any other coupon. No cash or credit back. No purchaser should rely upon representations other than those included in this certificate. This certificate is void if discontinued or where prohibited by law. The terms of this certificate are subject to change without notice. This certificate shall be deemed null and void if sold to the recipient. If the featured gift item is out of stock, The Redemption Center reserves the right to offer a substitute item of equivalent value. Specifications for featured item: 512MB / 4GB. Support external 3G Internet. Super Slim Panel. CPU - Allwinner A13 chipset; Cortex A8 @ 1.2GHZ. LCD - 7" TFT touch panel, 16:9, 800*480 screen resolution. Touch Screen - 5 points capacitive panel. RAM - 512MB DDR3. Storage - Built-in Nand flash 4GB. External Memory - TF card, maximum 32GB. Webcam - 0.3 Mega Pixel front camera. Built-in Speaker, Built-in microphone, 3.5mm earphone jack. WiFi - Internal wifi module, IEEE 802.11 b/g/n wireless. 4 way G-sensor rotate screen, support 3D games. Ethernet Support. Multiple image, video and audio formats. This certificate is only available to U.S. and Canadian Residents only. If you live in Canada you must mail in the certificate with an International Money Order for U.S. funds only. Checks will not be accepted from Canadian Residents due to conversion of funds from Canada to U.S.

Simply fill out the form on this certificate and enclose payment of U.S. \$69.95. Money Orders only are accepted.

Mall* to:

Redemption Center
7918 El Cajon Blvd Ste N #334
La Mesa, Ca 91942

Certificate ID: 104497-10756
Expiration Date: 08/10/2014

SHIPPING INFORMATION

Name: _____
Address: _____
City: _____
State: _____
Zip Code: _____
Country: _____
Phone: _____
Email: _____

PAYMENT INFORMATION

Payment Method: Money Order

I agree to terms and conditions

Signature: _____

Make money orders payable to: "Redemption Center"

- * You will receive your product by mail within 4-6 weeks. Make money orders payable to: "Redemption Center"
- * You will receive your product by mail within 4-6 weeks. Make money orders payable to: "Redemption Center"
- * You will receive your product by mail within 4-6 weeks. Make money orders payable to: "Redemption Center"
- * You will receive your product by mail within 4-6 weeks. Make money orders payable to: "Redemption Center"
- * You will receive your product by mail within 4-6 weeks. Make money orders payable to: "Redemption Center"

EXHIBIT D



Redeemable in any U.S. or Puerto Rico Best Buy retail location or online at BestBuy.com where available for merchandise or services including Magnolia Home Theater and Geek Squad • No expiration date, no fees • Not redeemable for cash • Lost, stolen or damaged Cards replaced only with valid proof of purchase to extent of remaining Card balance • Not a credit or debit card • Not valid as payment on Best Buy credit card • Check Gift Card balance at any U.S. or P.R. Best Buy retail location, online at BestBuy.com or call 1-888-716-7994. *Must have Card number available* • Call 1-800-GEEK SQUAD (1-800-433-5778) to find out if Geek Squad Agents are operating in your jurisdiction • Receipt will show remaining balance • Reload Card at any U.S. or P.R. Best Buy retail location • Gift Card is made of at least 43% recycled content and recyclable by bringing it back to any Best Buy retail location • All terms enforced except where prohibited by law.



PIH

#101

Do not purchase if
Scratch-Off is removed.

SCRATCH
HERE FOR PIN

00253

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GREAT PRICES ON THE TECH YOU WANT Save on laptops, cell phones, HDTVs and more. Sh

Best Buy > Gift Cards > Gift Card Balance Look Up

Gift Card Balance Look Up

FAQ

CARD BALANCE

Card Number

6074792153877330

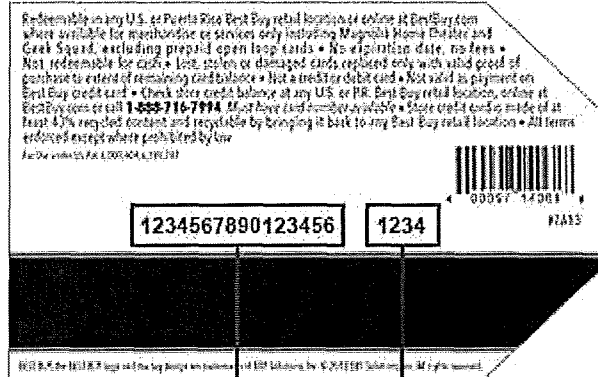
Security Code (PIN)

1957

BALANCE
\$10.00

CARD NUMBER AND PIN LOCATIONS

Gift Card



Card Number

PIN

E-Gift Card



Card I

Need Help?

Gift Card Questions:

Call 1-888-716-7994

E-Gift Card Questions:

Call 1-866-308-6166 from 8a.m. to 11p.m. ET everyday
Email bestbuygiftcardsupport@cashstar.com
For E-Gift Card Purchase questions, have your order num



**LOW PRICE
GUARANTEE**

WE WON'T BE BEAT ON PRICE

We'll match the price of all local retail competitors and major online retailers.

GET A CARD

10% back in rewards with the My Best Buy™ Credit Card.

CREDIT CARDS

Apply Now
Make a Payment

MY BEST BUY

Learn More
Program Terms

REWARD ZONE

Introducing My Best Buy –
Reinventing Reward Zone

PRODUCT SUPPORT

Installation & Delivery
Protection Plans & Warranties
Check Gift Card Balance
Product Recalls
Trade-in Center
Recycling
PartStore
Marketplace

ORDER SUPPORT

Order Status
Shipping Costs & Timing
Store Pickup
International Orders
Return & Exchange Promise
Customer Service
Low Price Guarantee

LEGAL

Conditions of Use
Interest-Based Ads
Privacy Policy
California Privacy Rights
California Supply Chain
Transparency Act

PARTNERSHIPS

Developers
Affiliate Program
Advertise with Best Buy

CORPORATE INFO

About Best Buy
News – The BBY
Careers
For Our Investors
Sustainability
Community Relations
Contact Us
Site Map
More Best Buy Sites

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EXHIBIT E

Member Number: [REDACTED]

Membership Application

Member: [REDACTED]

Member Services Group
P.O. Box 2096
Little River, SC 29566

Member: [REDACTED]

Address: [REDACTED]

City: Seattle

State/Province: WA

Zip: [REDACTED]

Country:

E-mail: [REDACTED]

E-mail:

Phone: [REDACTED]

This Membership Application along with your Annual Membership Fee must be received from Costless Travel to activate your Membership.

AUTHORIZATION FOR ELECTRONIC DEBITS FOR ANNUAL DUES PAYMENTS

For your convenience, Member Services Group has made automated funds a payment choice for annual membership fees. It saves our company the expense of annual billing procedures so we pass the savings on to you, in reduced membership fees. Declining this payment method will result in an additional \$25.00 fee.

I authorize Member Services Group or its assignee to charge my checking account or credit card (as indicated below) \$199.00 for my annual membership fees on the 1ST day of October, 2014 and to make that deduction payable to Member Services Group or its assignee. I understand that any items returned NSF would be charged a \$25.00 service charge. I agree to all the terms and conditions of this authorization. Membership Fees will be due annually each year thereafter and I authorize that transaction each year to ensure I receive all membership benefits.

Checking Account Withdrawal

Important: Please attach your voided check or deposit slip with this form to ensure processing of your payment.

Bank Name: _____

Bank Address: _____

Credit Card Payments

Type of credit card: Visa _____ MasterCard _____ American Express _____ Discover

Card Number: [REDACTED]

Exp. Date: [REDACTED] 3 or 4 Digit security code: [REDACTED]

Name as it appears on the card: [REDACTED]

Billing address: Same As Above

City: _____ State: _____ Zip Code: _____

[REDACTED] I/We authorize the Annual Membership Fee due each year to the above Credit Card or checking account withdrawal. In order to cancel this recurring transaction, I understand I must contact MSG in writing prior to the yearly anniversary to obtain a cancellation code, a letter will follow acknowledging this, which I need to retain.

_____ I/We decline the automated debit and wish to be billed for the Annual Membership Fee plus the \$25.00 fee.

Signature: [REDACTED] Date: [REDACTED]

Signature: _____ Date: _____

EXHIBIT F

Member Number: [REDACTED]

Purchase Agreement

This agreement made and entered into this day [REDACTED] by and between Costules Travel Seller of Travel 603287837, 1300 Post Alley, Seattle WA. 98101 and

Member: [REDACTED]

Member: [REDACTED]

Address: [REDACTED]

City: Seattle

Zip: [REDACTED]

State/Province: WA

Country:

E-mail: [REDACTED]

E-mail:

Phone: [REDACTED]

Member Services Group
P.O. Box 2096
Little River, SC 29566

Hereinafter referred to as client.

This agreement does not convey any interest or ownership in real estate or resort property.

By this agreement the client shall be entitled to all rights and benefits of the Costules Travel Membership and allowed to request up to 2 anytime weeks and 2 short notice weeks of condominium accommodations per year provided by Member Services Group. The location and week(s) shall be determined by using the reservation procedures as set forth in the Membership Materials. The term of usage of this agreement will be for 12 months and will be automatically renewed for 12 months each year upon receipt of Annual Membership Fees in accordance with the terms and conditions.

The total price shall be \$ 7900 referred to as "purchase price", plus a Documentation Fee of \$ 199 and

an Annual Membership Fee of \$ 199 for a total of \$ 8298

In the event that Costules Travel extends credit to the client for the purchase price, the terms of credit are set forth in the "Federal Truth In Lending Act Disclosure" printed below.

FEDERAL TRUTH-IN-LENDING ACT DISCLOSURE

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid if you have made all payments as scheduled:	The total cost of your purchase on credit, including your down payment of:
<u>N/A</u> %	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>

Your payment schedule will consist of, and Client agrees to pay Costules Travel or its assignee a total of N/A payments, in the amount of \$ N/A per month (P&I) with the first payment to be made on the N/A day of N/A and succeeding payments to be made on the same day of each month thereafter. Client shall have the option of the direct draft option offered by Costules Travel and Member Services Group.

LATE CHARGE: For each payment, made ten (10) days after the due date there will be a late charge of FIVE PERCENT (5%) of the payment amount or \$15.00, whichever is greater.

PREPAYMENT: There is no prepayment penalty.

RIGHT TO CANCEL: You may cancel this agreement any time prior to midnight of the third business day after the date of this transaction, by mailing your notice, certified mail return receipt requested to the address listed above, or by delivering in person your notice of cancellation. Your full refund will be processed within 10 days And/or after return of membership manual.



EXHIBIT G

TERMS AND CONDITIONS

I. ANNUAL MEMBERSHIP FEE (AMF):

Additional to the contract with Costless Travel and Universal Condo Access, Members will be responsible for an Annual Membership Fee (AMF) of \$199 which will be due and payable to Member Services Group (hereinafter referred to as MSG) each year. Payment of the AMF will be due and payable each year according to anniversary of the purchase date. Failure to pay AMF will result in loss of privileges. The AMF and processing fees may be adjusted each year by a percentage increase equal to the percentage change for the preceding 12-month period in the Consumer Price Index for Urban Wage Earners and Clerical Workers, as dictated by the U.S Department of Commerce, all items published by the Department of Labor or 10% whichever is greater.

II. MSG RESERVATION SYSTEM:

1. A Vacation Week is an 8 day / 7-night condominium in venues normally considered a vacation venue, and may be booked by calling, online or by using our vacation voucher and sending it to MSG.
2. A vacation voucher is used to request a vacation week not found online, simplifying members requests and must be completely filled out in writing and mailed or emailed to MSG no earlier than 360 days prior to vacation and no less than 60 days prior to the vacation week. To greatly increase confirmations please allow 90 days notice for a Prime Season Week, or 180 days for Holiday or Special Event Weeks.
3. Reservation request, shall be an area designated as a vacation venue by MSG. Destinations are listed in the MSG manual as a reference to help determine Prime Season and Swing Seasons and may change from time to time as client demands change, and shall be defined as a venue normally utilized as a vacation area.
4. Purchaser acknowledges that members need to request directly with MSG for use of more than two (2) weeks consecutively or concurrently at any one time to assure availability.
5. All reservations are handled on a first come, first serve basis and MSG makes no warranties or guarantees as to the availability in any particular resort or destination. Accommodations are based on wholesale availability. Confirmation for accommodations will be sent to client. Website bookings of a Vacation Week may be booked online when available and confirmation may be emailed or mailed to client.

III. USE AND OCCUPANCY:

Purchaser agrees that the purchase of the vacation week(s) is for personal use, and shall be used by the purchaser, and their guests providing the occupancy limits are not exceeded. Purchaser agrees to be responsible for damages by those utilizing the accommodations as the result of this agreement, and abide by all rules and regulations established by any resort. None of the monies collected by MSG shall be used for any personal charges incurred by purchaser, including fees such as cleaning fees, deposits, gratuities, state, local or national taxes, energy surcharges, foreign departure fees, etc.

IV. CANCELLATION OF ACCOMMODATION:

In the event a member must cancel a confirmed reservation, a credit on a future vacation will be issued if Member Services Group can resell the accommodations, and if the cancellation is given in writing within 30 days notice.

V. DELAY OR IMPOSSIBILITY OF PERFORMANCE:

Where the delay or impossibility of performance due to circumstances beyond the control of MSG occur (other than the act or omission by purchaser), MSG will have the sole and absolute discretion to offer the following: (1) Provide an alternative accommodation the same year space available, (2) Provide additional accommodations in subsequent year or years provided said accommodation does not occur after the termination of this agreement, (3) Credit any fees paid by purchaser for the accommodations. Should the purchaser not use the vacation week allotted by this agreement, due to no act by MSG, MSG is not obligated to refund or provide alternative week.

VI. RIGHT OF ASSIGNMENT:

MSG retains the absolute privilege to assign the rights and delegate any or all of the duties imposed upon MSG by the terms of this agreement or to assign the entire agreement to others, if no such transfer shall affect any rights of the purchaser. (2) Purchaser shall have the privilege to assign their rights under this agreement with the prior written consent of MSG.

VII. BINDING NATURE AND MODIFICATION:

The terms and conditions of this agreement and any other document executed in conjunction herewith are intended to bind the parties' hereto and represent the entire agreement. The parties further agree this agreement may not be amended or modified other than in writing and duly executed by both parties, and that this agreement will be in full force and effect from date of its execution.

[REDACTED]

[REDACTED]

EXHIBIT H

Acknowledgement

Please note that Member Services Group will hereinafter be referred to as MSG

This Acknowledgement is part of the Membership Agreement.

I have purchased a Costuleless Travel Membership from (sales rep) Bob who represents Costuleless Travel. To clarify all of the facts pertaining to your Membership, we have prepared this statement of facts.

1. We/I understand that this is a purchase of a travel membership, travel related services, and that this agreement does not convey any interest in real estate or timeshare. [REDACTED]
2. We/I understand that our username and password will be sent to our email address upon MSG's receipt of our/my Membership Application and the applicable fees before we/I can access the website or book any vacations. [REDACTED]
3. We/I understand that Member Services Group is the fulfillment company for Costuleless Travel and all reservations will be handled through Member Services Group. Member Services Group may add new benefits at any time, and may replace current suppliers, or benefits as needed. [REDACTED]
4. We/I understand that this membership is a transferable asset and we may at any time Will, Sell or Transfer the membership. We/I understand that we/I must make this request to MSG in writing and members/new, members will pay a transfer fee to MSG equal to one year of membership fees, and new owners must fill out the required paperwork. [REDACTED]
5. We/I understand that the membership fees are \$ 199 per year. Membership is on a year-to-year basis and is renewable each year for the *lifetime of the member/members* by paying the membership fees. Family Members listed under my/our membership will have the same benefits on the years they pay the annual dues of \$199.00. Further, we/I understand that the annual dues may increase with standard CPI increases as dictated by the U.S. Department of Commerce. [REDACTED]
6. We/I understand that when requesting condominium reservations by using the vacation voucher (itinerary form) (by mail/email) it is recommended that we allow at least 60 days' notice, 90 days' notice for Prime Time Weeks and 180 days' notice for Holiday or Special Event Weeks to increase availability. We/I understand all reservations are made on a wholesale, space available, first come basis and MSG makes no guarantees as to space availability in any particular resort or area. All Vacation Voucher requests must be emailed or mailed to MSG. *All condominium reservations may be booked online on the Costuleless Travel website or by calling Member Services Group.* [REDACTED]
7. We/I understand that we/I have purchased a Platinum Membership and this membership entitles us/me to 2 weeks per year of *anytime condo usage*. Market value of condominiums average between \$299.00 and \$899.00 per week based on size of unit, season, and vacation area. [REDACTED]
8. We/I understand that our Platinum Membership entitles us/I to 2 Short Notice Specials, which are weeks booked *60 days or less*. Market value of condominiums average between \$195.00 and \$395.00 per week based on size of unit, season, and vacation area. [REDACTED]
9. We/I understand that all bookings and discounts booked through MSG a licensed and bonded travel agency are booked at the lowest rates made available, from hotels, car rentals, cruise lines, package trips, and airlines at the time of booking. We/I understand that the provider of these services reserve the right to make changes in these programs at any time without notice. [REDACTED]
10. We/I understand that we/I have purchased a Costuleless Travel membership from Costuleless Travel, and that MSG will handle all reservations requests. We/I understand that all financial dealings regarding our/my purchase of the membership are with Costuleless Travel. Including, but not limited to, payment of the purchase price, documentation fee and collection of the first annual membership fee are the sole responsibility of Costuleless Travel and not the responsibility of MSG. [REDACTED]
11. We/I understand all terms and conditions pertaining to membership are located in the membership manual. [REDACTED]
12. We/I understand that this membership does not extend savings on domestic airfare but guarantees members the lowest prices at the time of booking. [REDACTED]
13. There HAS been addendums agreed to or added to this agreement. [REDACTED]
14. Our/my decision to make this purchase was not based on any type of high-pressure sales tactics and the initial purchase amount of \$8298, will not cause any financial hardship as the purchaser. [REDACTED]

EXHIBIT I



COST LESS travel

DATE: [REDACTED]

Member # [REDACTED]

MEMBERSHIP AGREEMENT WORKSHEET

Member 1 [REDACTED]

Member 2 [REDACTED]

Address: [REDACTED]

City

SEATTLE

State

WA

Zip: [REDACTED]

Home Phone [REDACTED]

Mobile Phone: () [REDACTED]

Work Phone: () [REDACTED]

E-Mail: [REDACTED]

E-Mail: [REDACTED]

Membership Type:

Platinum

Number of Weeks

2

Number of short notice specials

2

Number of households

3

Membership Price:

\$ 7900.⁰⁰

Document Fees

\$ (199.00)

Annual Dues:

\$ (199.00)

TOTAL MEMBERSHIP \$

8298.⁰⁰

Total Deposit:

\$ [REDACTED]

Unpaid Balance:

\$ [REDACTED]

Payment Schedule:

Balance

%

Months

Payment amount

Notes/Addendum

Bonus Trip to Hawaii for 2 ppl incl. Airfare exp. 12 months.

Member signature [REDACTED]

Member signature [REDACTED]

Rep

Bob

Manager

Denise

Manager

Denise

Podium

Ashley

V.O. Marie

EXHIBIT J

Price Match Guarantee

Awarded to [REDACTED]

As a member of Member Services Group, you are hereby guaranteed to receive the lowest price available from Member Services Group on the day that you confirm your travel arrangements with our travel agency. If you find a lower price anywhere for the exact same itinerary, simply notify our office the same business day. We will either find a lower price or match your price guaranteed.

We offer the lowest published fare available. We do not price match consolidator fares or any internet fares for which we cannot verify the price and the itinerary. A complete copy of the offer must be received in our office within 24 hours of receiving your quote from Member Services Group.

Received

[REDACTED]

Member's Signature

[REDACTED]

Member's Signature

EXHIBIT K

Credit Card Authorization Agreement

Name: Last [redacted] First [redacted]
Name: Last [redacted] First [redacted]
Address: [redacted]
City: SEATTLE State/Province: WA
Zip Code: [redacted] Country: USA
Phone: D [redacted] Evening [redacted]

I authorize "Member Access" or its assignees to charge my credit card account in the amount of \$ 8298.00 I agree to all the terms and conditions of this authorization and contract. Your credit card transaction will show as "Member Access".

I understand this is a non-refundable transaction.

Credit Card Payment

Type of credit card: X Visa MasterCard Discover
Card Number: [redacted]
Exp. Date: [redacted] 3 or 4 digit security code: [redacted]
Name as it appears on the card: [redacted]
Billing address:
City: SAME AS ABOVE State/Province:
Zip Code: Country:

Card member acknowledges receipt of services in the amount of the total shown hereon and agrees to perform the obligations set forth by the card member's agreement with the issuer

Signature [redacted] Date: [redacted]

Signature: Date:

Approval Code: [redacted]

EXHIBIT L



COST U LESS
travel

Addendum

Member number: [REDACTED]

Member: [REDACTED]

Date: [REDACTED]

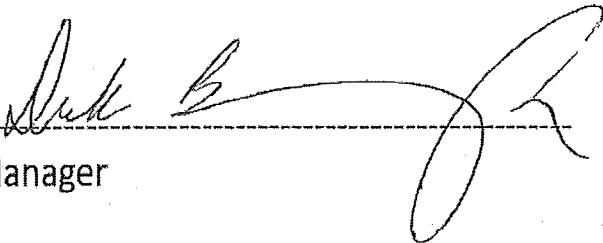
Cost U Less Travel and Member Services Group have awarded members a vacation to Hawaii with 2 round trip airfares to be used within one year and to exclude holidays.

[REDACTED]

Member

[REDACTED]

Member



Manager