

FILED
LUCAS COUNTY

2015 APR 24 A 11: 16

COMMON PLEAS COURT
BERNIE GOULDING
CLERK OF COURT

IN THE COURT OF COMMON PLEAS OF LUCAS COUNTY, OHIO

STATE OF OHIO ex rel.
Ohio Attorney General Michael DeWine
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

Plaintiff,

v.

A2Z Vacations, LLC
4144 North Central Expressway
Suite 700
Dallas, TX 75204

and

Great Quest Travel, Inc.
d/b/a One and Only Travel
7027 Old Madison Pike, Suite 108
Huntsville, AL 35806

and

World Wide Travel Resources
5615 Corporate Blvd., Suite 400B
Baton Rouge, LA 70808

and

Travel Supplier of America, Inc.
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

and

CASE NO.

CIO201502366

JUDGE

Assigned to Judge Goulding

**COMPLAINT FOR DECLARATORY
JUDGMENT, INJUNCTIVE RELIEF,
CONSUMER RESTITUTION, AND
CIVIL PENALTY**

Universal Concepts, Inc.)
Business Filings Incorporated)
108 West 13th Street)
Wilmington, DE 19801)
)
Defendants.)

JURISDICTION AND VENUE

1. Michael DeWine, Attorney General of Ohio, having reasonable cause to believe that violations of Ohio's consumer protection laws have occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in him by R.C. 1345.07.
2. The actions of Defendants, hereinafter described, have occurred in Lucas County, Ohio and other counties in Ohio, and as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., its Substantive Rules, Ohio Administrative Code ("O.A.C.") 109:4-3-01 et seq., and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 et seq.
3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3) in that some of the transactions complained of herein, and out of which this action arose, occurred in Lucas County.

THE DEFENDANTS

5. Defendant A2Z Vacations, LLC ("A2Z") is a Wyoming corporation located in Texas that sells vacation travel club memberships to consumers.
6. Upon information and belief, Defendant A2Z is also known as Member Choice.

7. Defendant Great Quest Travel, Inc. d/b/a One and Only Travel (“One and Only”) is an Alabama corporation that is registered with the Ohio Secretary of State as a foreign corporation and is a distributor of Defendant A2Z’s travel club memberships.
8. Defendant World Wide Travel Resources, Inc. (“World Wide Travel”) is a Louisiana corporation and is a distributor of Defendant A2Z’s travel club memberships.
9. Defendant Travel Supplier of America, Inc. (“Travel Supplier”) is a Delaware corporation and is a distributor of Defendant A2Z’s travel club memberships.
10. Defendant Universal Concepts is a Delaware corporation that received payment from consumers for the purchase of Defendant A2Z’s travel club memberships.
11. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C), as the Defendants were, at all times relevant herein, engaged in the business of effecting consumer transactions by soliciting and selling vacation travel club memberships to individuals in Ohio, including in Lucas County, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
12. Defendants engaged in “home solicitation sales” as that term is defined in R.C. 1345.21(A), as Defendants, at all times relevant herein, sold consumer goods or services in which the buyer’s agreement or offer to purchase was made at a place other than the sellers’ places of business.

STATEMENT OF FACTS

13. Upon information and belief, Defendant A2Z solicited consumers in the State of Ohio primarily through the use of direct mail marketing.
14. Defendant A2Z’s solicitations invited consumers to attend sales presentations in Ohio that were held at local hotels.

15. Defendant One and Only made sales presentations of A2Z's travel club memberships at the Hilton Toledo hotel, located at 3100 Glendale Ave, Toledo, Ohio 43614.
16. Defendant World Wide Travel made sales presentations of A2Z's travel club memberships at the Sheraton Cleveland Airport Hotel, located at 5300 Riverside Drive, Cleveland, Ohio 44135.
17. Defendant Travel Supplier made sales presentations of A2Z's travel club memberships at the Hampton Inn & Suites, located at 4150 Stelzer Road, Columbus, Ohio 43230.
18. Defendants, directly or indirectly, sent advertisements or notifications to consumers by mail that contained offers or claims including the following: "Dear [consumer] Congratulations! You will receive 2 round-trip airline tickets on Southwest, Jet Blue, US Airways, or a comparable airline, plus a 3-day/ 2-night weekend getaway at a hotel such as Marriott, Hyatt and Hilton. CALL WITHIN 48 HOURS. YOU WILL ALSO RECEIVE AS A BONUS A **\$50 EXPEDIA HOTEL CASH CARD!** We have attempted to contact you several times. Note that this award must be claimed by no later than 7 days after postmark. CALL TOLL FREE (888) 380-0680 MON – SUN 9 AM TO 9 PM RSVP 2576" (EXHIBIT A, handwritten notes on exhibit are the consumer/recipient's)
19. Defendants notified consumers, directly or indirectly, that they were selected or eligible to receive a prize, gift or thing of value without disclosing, at the time of the notification, that receipt was conditioned upon the consumer's listening to or observing a sales promotional effort by Defendant One and Only, Defendant World Wide Travel, or Defendant Travel Supplier and that an attempt would be made to induce the consumers to undertake a monetary obligation.

20. Defendants notified consumers, directly or indirectly, that they were selected or eligible to receive a prize, gift, or thing of value without disclosing, at the time of the notification, the market value of the prize, gift, or thing of value.
21. Consumers attended A2Z vacation travel club membership sales presentations at local hotels in Toledo, Cleveland, and Columbus. These presentations to consumers were often one and a half to two hours in length.
22. At the presentations, Defendants One and Only, World Wide Travel, and/or Travel Supplier represented to consumers that membership with Defendant A2Z would result in deeply discounted prices on hotels, resort/condo vacations, car rentals, cruises, and golfing.
23. However, the statements and representations that Defendants One and Only, World Wide Travel, and/or Travel Supplier made during these sales presentations were not true.
24. Consumers have paid enrollment fees ranging from \$1,000 to over \$8,000 for memberships with Defendant A2Z. Additionally, consumers were charged annual dues of between \$200 and \$300. When consumers purchased their memberships by credit card, they authorized Defendant Universal Concepts to accept payment for their initial enrollment fees.
25. Consumers who joined Defendant A2Z and tried to take advantage of the discounts the membership purported to offer found that they could get similar rates on their own through internet travel sites rather than by going through Defendant A2Z.
26. At the time of sale, Defendants One and Only, World Wide Travel, and Travel Supplier presented consumers with a contract, which included a "Members' Right to Cancel." (Exhibit B)
27. The "Members' Right to Cancel" states that the consumer may cancel the contract within three business days, but only if the notice is mailed by certified mail.

28. The “Members’ Right to Cancel” states that “the Member Processing Fee of \$399.00 is non-refundable and member will be charged a 15% cancellation of Membership Price fee.”
29. Some consumers tried to cancel their memberships and received only partial refunds or no refund at all.

PLAINTIFF’S CAUSES OF ACTION

COUNT I

VIOLATIONS OF THE CONSUMER SALES PRACTICES ACT

30. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through twenty-nine (1-29) of this Complaint.
31. Defendants A2Z Vacations, World Wide Travel, Travel Supplier, and Universal Concepts committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A) and R.C. 1329.01 by failing to register with or report to the Ohio Secretary of State.
32. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(1) by representing that the subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits that it does not have.
33. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT II

VIOLATIONS OF THE PRIZE RULE

34. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through twenty-nine (1-29) of this Complaint.

35. Defendants committed deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and the Prizes Rule, O.A.C. 109:4-3-06(A)(2) by notifying consumers or prospective consumers that they have been selected or were eligible to win prizes or receive things of value, without clearly and conspicuously disclosing at the time of the prize notification, that the receipt of the prizes or things of value were conditioned upon the consumers' listening to or observing sales promotional efforts and that attempts would be made to induce the consumers or prospective consumers to undertake monetary obligations.
36. Defendants committed deceptive acts or practices violation of the CSPA, R.C. 1345.02(A) and O.A.C. 109:4-3-06(A)(2) by notifying consumers or prospective consumers that they have been selected or were eligible to win prizes or receive things of value, without clearly and conspicuously disclosing at the time of the prize notification, the market value of the prize or thing of value.

COUNT III

VIOLATIONS OF THE HOME SOLICITATION SALES ACT

37. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through twenty-nine (1-29) of this Complaint.
38. Defendants committed deceptive acts or practices in violation of the HSSA, R.C. 1345.22, by restricting a consumer's right to cancel by mail, telegram, manual delivery, or other personal delivery and requiring cancellation to be by certified mail.
39. Defendants committed deceptive acts or practices in violation of the HSSA, R.C. 1345.23 by failing to give consumers a proper notice of cancellation and by failing to give full refunds to consumers after cancellation.

40. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

PRAYER FOR RELIEF

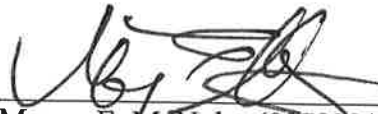
WHEREFORE, Plaintiff respectfully prays that this Court:

1. ISSUE a declaratory judgment declaring that each act or practice complained of herein violates the CSPA, its Substantive Rules, and the HSSA in the manner set forth in the Complaint.
2. ISSUE a permanent injunction enjoining Defendants A2Z, One and Only, World Wide Travel, Travel Suppliers, Universal Concepts, and their agents, servants, representatives, salespeople, employees, independent contractors, successors, or assigns, and all persons acting in concert or participating with them, directly or indirectly, from further violating the CSPA, R.C. 1345.01 et seq., its Substantive Rules, and the HSSA, R.C. 1345.21 et seq.
3. GRANT a monetary judgment against Defendants, jointly and severally, in an amount sufficient to reimburse all consumers found to have been damaged by the Defendants' unfair and deceptive acts and practices.
4. ASSESS, FINE, and IMPOSE upon the Defendants, jointly and severally, a civil penalty in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D).
5. GRANT the Ohio Attorney General's his costs in bringing this action.
6. ORDER Defendants to pay all court costs.

7. GRANT such other relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Attorney General of Ohio

A handwritten signature in black ink, appearing to read 'Megan E. McNulty', is written over a horizontal line.

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1-855-385-6016
 1-855-730-5010
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Hampton Inn
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4pm

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Dear Afford Thompson
 Congratulations! You will receive 2 round-trip airline tickets on Southwest, Jet Blue, US Airways, or a comparable airline, plus a 3-day/ 2-night weekend getaway at a hotel such as Marriott, Hyatt and Hilton.

CALL WITHIN 48 HOURS. YOU WILL ALSO RECEIVE AS A BONUS
 A \$50 EXPEDIA HOTEL CASH CARD!

Meeting Hall

We have attempted contacting you several times.
Note that this award must be claimed by no later than 7 days after postmark.

CALL TOLL FREE (888) 380-0680
 MON - SUN 9 AM TO 9 PM
 RSVP 2576

TRAVEL
 CLUB

|||||
 *****AUTO**5-DIGIT 43231*****

Afford Thompson
 2840 Hollow Cove Ct
 Columbus OH 43231-1698

3:45pm

Hampton Inn
4150 Stelzy Rd

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STATE'S
 EXHIBIT
 A
 PENGAD 800-631-6989

Last name First name

Last name First name

Address

City State Zip

Phone number

CREDIT SALE AGREEMENT

The words "Buyer," "your," or "yours" refer to each person who signs this contract as buyer or co-buyer. The words "Seller," "we," "our," and "us" refer to the person who sold the goods or services and any assignee currently holding the contract. We agree to sell you and you agree to buy the goods or services described below in accordance with all terms on both sides of this contract and the A 2 Z Vacations Acknowledgement and Bylaws, which are incorporated in full by reference (collectively, the "Contract"). You acknowledge that this obligation is incurred in the interest of your marriage or family and is not for investment purposes.

DESCRIPTION OF GOODS OR SERVICES

Buyer is purchasing a membership in a vacation club, which includes stays in participating condominiums, discounts, and other membership benefits as explained more fully in the Membership Kit documents. These membership benefits are subject to change without notice.

ITEMIZATION OF AMOUNT FINANCED

Cash Price	\$
Down Payment	\$
Deferred Down Payment	\$
Amount Financed	\$

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE (not to exceed \$12 per \$100 year)	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled.	TOTAL SALES PRICE The total cost of your purchase on credit, including your down payment of \$
%	\$	\$	\$	\$
NUMBER OF PAYMENTS		PAYMENT AMOUNT		PAYMENTS ARE DUE MONTHLY BEGINNING
		\$		

Security: You are giving a security interest in any payment instrument you present to us.

Late Charge: If a payment is more than ten (10) days late, we may charge you 5% of the unpaid installment not to exceed \$5.

Prepayment: If you pay off early, you may be entitled to a refund of unearned finance charges. You may have to pay a penalty (See page 2 of this Contract for details).

Further Payment Information: Refer to the appropriate clauses on both pages of this contract, the Acknowledgment & Bylaws, or any other document referenced in this agreement, for additional information about nonpayment, default, and acceleration of your obligation before maturity, and any other fees or charges.

NO LIABILITY, PERSONAL OR PROPERTY INSURANCE COVERAGE IS PROVIDED TO BUYER UNDER THIS CONTRACT.

MEMBERS' RIGHT TO CANCEL

To cancel this transaction, mail or deliver a signed and dated cancellation notice or any other written notice to the seller by certified mail to: One and Only Travel, Inc., 7027 Old Madison Pike, Suite 108, Huntsville, AL 35806, no later than midnight of the third business day after the date of this transaction. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract and a \$499.99 replacement Kit Fee. Member acknowledges that the Membership Processing Fee of \$399.00 is non-refundable and member will be charged a 15% cancellation of Membership Price fee. If you cancel, the club is required to process your return, within ten (10) business days of the date on which you give notice of cancellation.

Further, if any goods ordered by the member from the buying club are not delivered to the member or available for pickup by the member at a location within his county of residence within six (6) weeks from the date the member placed an order for such goods, then any moneys paid by the member for such goods in advance of delivery shall, upon the member's request, be fully refunded, unless a predetermined delivery date has been furnished to the member in writing at the time he or she ordered such goods and the goods are delivered to the member or are available for pickup by that date. All savings claims made by the buying club are based on price comparisons with retailers doing business in the trade area in which the claims are made and with prices at which the merchandise is actually sold.

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. KEEP THIS CONTRACT TO PROTECT YOUR RIGHTS.

By signing below, Member acknowledges receiving an exact copy of this Agreement:

Member Signature

Date

Member Signature

Date

Managers Signature

Date

FENGAD 800-831-6985

STATE'S
EXHIBIT

B