

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO, <i>ex rel.</i>	)	
MICHAEL DEWINE	)	CASE NO.
ATTORNEY GENERAL OF OHIO	)	
30 East Broad Street	)	JUDGE
State Office Tower -14 th Floor	)	
Columbus, Ohio 43215-3428	)	
	)	<u>COMPLAINT, REQUEST FOR</u>
Plaintiff,	)	<u>DECLARATORY AND</u>
	)	<u>INJUNCTIVE RELIEF,</u>
v.	)	<u>CONSUMER RESTITUTION,</u>
	)	<u>DAMAGES AND</u>
GVN MICHIGAN, INC.	)	<u>CIVIL PENALTIES</u>
d/b/a GLOBAL VACATION NETWORK	)	
2849 Executive Drive. #100	)	
Clearwater, Florida 33762	)	
	)	
And,	)	
	)	
GLOBAL CONNECTIONS, INC.	)	
5320 College Boulevard	)	
Overland Park, Kansas 66210	)	
	)	
Defendants.	)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through Attorney General Michael DeWine, having reasonable cause to believe that violations of Ohio's consumer laws have occurred, brings this action in the public interest pursuant to the authority vested in him by the Consumer Sales Practices Act ("CSPA"), Revised Code ("R.C.") 1345.01 et seq.
2. The actions of the Defendants GVN Michigan, Inc. and Global Connections, Inc. have occurred in the State of Ohio, as set forth below, and are in violation of the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Administrative Code ("O.A.C.") 109:4-3-01 et seq.

3. Jurisdiction over the subject matter of this action lies with the Court pursuant to the CSPA, R.C. 1345.04.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3) in that the Defendants conducted activity which gave rise to the claims for relief in Franklin County in the State of Ohio.
5. This Court has personal jurisdiction over each Defendant, pursuant to R.C. 2307.382, because this cause of action arises from the Defendants' business transactions with residents of Ohio.

STATEMENTS OF FACT

6. Defendant GVN Michigan, Inc., also doing business as Global Vacation Network and GVN (collectively as "Defendant GVN") is a Delaware corporation registered with the Ohio Secretary of State's Office, with its principal place of business located at 2849 Executive Drive #100, Clearwater, Florida 33762.
7. Defendant Global Connections, Inc. ("Defendant Global Connections") is a Kansas corporation registered with the Ohio Secretary of State's Office as a foreign corporation, with its principal place of business located at 5320 College Boulevard, Overland Park, Kansas 66210.
8. On or about December 30, 2010, Defendant GVN entered into an Assurance of Voluntary Compliance ("AVC") with the Plaintiff to address allegations of unfair and deceptive acts or practices pertaining to its advertising, solicitation and sale of the travel membership packages of Defendant Global Connections. [EXHIBIT A].
9. In the 2010 AVC, Defendant GVN agreed to comply with all applicable Federal and Ohio laws, including but not limited to, the CSPA, R.C. 1345.01 et seq. and its

Substantive Rules, O.A.C. 109:4-3-01 et seq. Defendant GVN has failed to comply with the Compliance Provisions of the AVC, Paragraphs 13 to 24.

10. Defendants GVN and Global Connections (collectively “Defendants”), are and were, at all times relevant hereto, engaged in the business of advertising, soliciting, and offering for sale, and selling travel membership packages to consumers in Ohio and other states.
11. Defendant GVN solicits Ohio consumers, directly or indirectly, to attend sales presentations where it markets and sells the travel membership packages of Defendant Global Connections.
12. Defendants, directly or indirectly, mailed solicitations to consumers’ homes that contained claims including, but not limited to, the following:
 - A. “Congratulations! Our promotional department shows that you have been selected to receive a Complimentary stay at an Indoor Water Park of Your Choice in Columbus or Sandusky for up to 3 days and 2 nights including WaterPark passes for 4 guest. (package Retail Value \$650-\$850). Our records indicate that by responding within 48 hours you will also receive a \$100 Restaurant dining card.” (EXHIBIT B is a true and accurate copy of a solicitation received by an Ohio consumer.)
 - B. “PICK-UP...Package # 1207-4838-0089, Dear Mr. (*name redacted*)... Call now at 888-986-8169 to arrange pick up. Monday-Friday 9am to 9pm, Saturday from 9am to 1pm (EST). Package Contents: New Android 4.0 Touchpad Tablet with Camera. You may also be eligible to receive a \$100 Restaurant.com card. Call for Pick-up at 888-986-8169.” (EXHIBIT C is a true and accurate copy of a solicitation received by an Ohio consumer.)
 - C. “PARCEL PICK-UP NOTICE...Package # 1244-1910-9478...Dear (*name redacted*) Call our center now at 888-845-8768 to schedule pick-up. Monday-Friday 9:00am to 9:00pm. Saturday 9:00am to 3:00pm...We can hold this package for ONLY 72 HOURS. Call for pick-up 888-845-8768.” (EXHIBIT D is a true and accurate copy of a solicitation received by an Ohio consumer.)
 - D. “Congratulations! You have been selected to receive an 8 Day/ 7 Night Cruise for 2 with an outside cabin, leaving from any major port in the U.S. And 2 round trip airfares leaving from or going to any major airport in the continental U.S. PLUS A \$50 VACATION CASH CARD that’s powered by priceline.com.” (EXHIBIT E is a true and accurate copy of a solicitation received by an Ohio consumer.)

- E. “US AIRLINES... Dear (*name redacted*) I am pleased to inform you that you have qualified for an award of 2 roundtrip airline tickets. Congratulations. These tickets are valid for travel anywhere in the Continental U.S. from any major international airport. The retail value of this award is up to \$1,398. Certain restrictions apply.” (EXHIBIT F is a true and accurate copy of a solicitation received by an Ohio consumer.)
13. Defendants, directly or indirectly, mailed solicitations to consumers’ homes that failed to disclose the identity of the company on whose behalf the advertised offer was made.
 14. Defendants, directly or indirectly, mailed solicitations to consumers’ homes that failed to disclose the fact that consumers had to pay money and in some instances, had to provide copies of their drivers’ licenses or other picture identification, in order to receive and use the awards or gifts.
 15. Defendants, directly or indirectly, mailed solicitations to consumers’ homes that failed to disclose that the awards or gifts would not be available for pick up by consumers at the Defendants’ business locations, but rather consumers would be required to complete and submit claim forms to third parties to obtain their awards or gifts.
 16. Defendants, directly or indirectly, mailed solicitations to consumers’ homes that included letterhead which read “US AIRLINES” or “FLY US AIRLINES” as well as other company names and logos which gave consumers the false impression that the Defendants’ promotions were affiliated with or sponsored by those companies or a major airline carrier.
 17. Defendants, directly or indirectly, mailed solicitations to consumers’ homes that failed to disclose that in order to be eligible to receive the awards or gifts, consumers were required to attend a ninety minute sales presentation where an attempt would be made to induce them to purchase travel memberships.

18. Consumers who called the telephone numbers on the mail solicitations to claim the prize, award, gift or package described in the advertising were informed that receipt of the advertised incentive was contingent upon attendance at a ninety minute sales presentation.
19. Contrary to their representations, Defendants subjected consumers to sales presentations that lasted longer than ninety minutes before they would provide information on how to claim the prize, award, gift of package.
20. Defendants, directly or indirectly, mailed solicitations to consumers' homes that used such language as "congratulations," "you have been selected to receive" and "you have qualified for an award." However, consumers had not entered a contest and had not been "specially selected" as Defendants were not operating a contest. Instead, all consumers that Defendants deemed financially qualified to purchase a travel membership and who sat through a sales presentation, were offered information on how to claim their incentive goods or services.

CSPA CAUSES OF ACTION

COUNT ONE

UNFAIR OR DECEPTIVE ACTS OR PRACTICES

FAILURE TO DISCLOSE EXCLUSIONS AND LIMITATIONS IN ADVERTISING

21. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty (1-20) of this Complaint.
22. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) and O.A.C. 109:4-3-02(A)(1), by making offers in written or printed advertising or promotional literature without stating clearly and conspicuously, in close proximity to the words stating the offers, any material exclusions, reservations, limitations, modification or conditions.

COUNT TWO
UNFAIR OR DECEPTIVE ACTS OR PRACTICES
VIOLATIONS OF THE PRIZE RULE

23. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty (1-20) of this Complaint.
24. Defendants committed unfair or deceptive acts and practices in 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 were selected or 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.
25. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) and O.A.C. 109:4-3-06(D)(2), by notifying consumers or prospective consumers that they were selected or eligible to win prizes or receive things of value, when the receipt of the prizes or things of value were conditioned upon the payment of service charges, handling charge, mailing charges, or other similar charges.
26. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) and O.A.C. 109:4-3-06(D)(3), by notifying consumers or prospective consumers that they won prizes, were selected or eligible to win prizes or receive things of value, without clearly and conspicuously disclosing any and all conditions necessary to win the prizes or receive the things of value.

COUNT THREE
VIOLATIONS OF THE CSPA
MISREPRESENTATION OF AFFILIATION

27. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty (1-20) of this Complaint.
28. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(B)(9) by representing that they had sponsorship, approval or affiliations that they did not have.
29. The acts or practices of the Defendants as described herein have been previously determined by an Ohio court to violate R.C. 1345.01 et seq. Defendants committed said violations after the decision was available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT FOUR
FAILURE TO COMPLY WITH AN ASSURANCE OF VOLUNTARY COMPLIANCE

30. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty (1-20) of this Complaint.
31. Defendant GVN committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by failing to comply with an Assurance of Voluntary Compliance entered into on December 30, 2010 with the Plaintiff pursuant to R.C. 1345.06(F)(2).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. DECLARE that each act or practice complained of herein violates the CSPA, R.C. 1345.01 et seq. and its Substantive Rules, O.A.C. 109:4-3-01 et seq., in the manner set forth in this Complaint.

- B. ISSUE PERMANENT INJUNCTIVE RELIEF, pursuant to R.C. 1345.07, enjoining Defendants, doing business under the names GVN Michigan, Inc., Global Vacation Network, GVN, Global Connections, Inc., or any other name(s), their agents, partners, representatives, salespersons, employees, successors and assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate or private device, partnership or association, in connection with any consumer transaction, from committing any unfair, deceptive or unconscionable acts or practices which violate the CSPA, R.C. 1345.01 et seq. and its Substantive Rules, O.A.C. 109:4-3-01 et seq., including, but not limited to, violations of the specific statutes and rules described herein.
- C. ORDER Defendants jointly and severally liable, pursuant to R.C. 1345.07(B), for reimbursement to all consumers found to have been damaged by the conduct of the Defendants as set forth in this Complaint.
- D. ASSESS, FINE and IMPOSE upon Defendants a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D).
- E. ISSUE PERMANENT INJUNCTIVE RELIEF enjoining Defendants from engaging in business as suppliers in any consumer transactions in the State of Ohio until such time as the final ordered resolution of this matter is satisfied in its entirety.
- F. GRANT Plaintiff its costs in bringing this action.
- G. ORDER Defendants, jointly and severally, to pay all court costs associated with this matter.
- H. GRANT such other relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Attorney General

/s/ Erin B. Leahy

ERIN B. LEAHY (0069509)
Assistant Attorney General
Consumer Protection Section
30 East Broad Street
Columbus, Ohio 43215-3428
(614) 752-4730 direct
(866)768-2648 facsimile
Erin.Leahy@OhioAttorneyGeneral.gov

Counsel for Plaintiff

**STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION SECTION**

STATE OF OHIO	)	
	)	
IN THE MATTER OF:	)	DOCKET NO. 354271
GVN Michigan, Inc.	)	
d/b/a Global Vacation Network & GVN	)	

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("Assurance") is entered into this 30th day of December, 2010 between GVN Michigan, Inc. d/b/a Global Vacation Network ("GVN" or "Supplier") and the Attorney General of the State of Ohio ("Attorney General").

For purposes of this Assurance, "Supplier" means GVN, its agents, servants, representatives, salespersons, employees, instructors, independent contractors, successors and assigns, and all persons acting in concert or participation with it, directly or indirectly, through any corporate device, partnership or association.

WHEREAS, the Attorney General, having reasonable cause to believe that Supplier has engaged in acts and practices which violate Chapter 1345 of the Revised Code ("Consumer Sales Practices Act") and Chapter 109:4-3 of the Ohio Administrative Code ("Substantive Rules"), has conducted an investigation pursuant to the authority granted to him by Section 1345.06 of the Revised Code; and

WHEREAS Supplier has voluntarily and fully cooperated with the investigation; and

WHEREAS Supplier denies having committed any violation of law including, but not limited to, the Consumer Sales Practices Act or the Substantive Rules; and



WHEREAS, the Attorney General may, pursuant to R.C. 1345.06(F), terminate an investigation upon entering into and accepting an Assurance of Voluntary Compliance; and

WHEREAS the Parties desire to terminate the investigation at this time in order to bring this matter to an agreed resolution; and

WHEREAS, this Assurance of Voluntary Compliance is an assurance in writing by Supplier of its intent to comply with the provisions of the Consumers Sales Practices Act and the Substantive Rules; and

WHEREAS, Supplier desires to comply with all aspects of the Consumer Sales Practices Act and the Substantive Rules, Supplier hereby voluntarily enters into this Assurance with the Attorney General.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, the Parties hereto **AGREE** as follows:

- (1) The "Effective Date" shall mean the date indicated on the first page of this Assurance.
- (2) By execution of this written Assurance, the Attorney General agrees to terminate the current investigation of Supplier's business practices and actions occurring on or before the Effective Date of this Assurance and release Supplier, and its owners, officers, directors, managers, employees, agents, attorneys, representatives, successors, and affiliates from any and all civil claims or consumer related administrative claims under the Ohio Consumer Sales Practices Act, to the extent permitted by State law, which the Attorney General could have brought prior to the Effective Date against Supplier arising from or related to the investigation, as well as the matters specifically addressed in this Assurance as described in below Paragraphs Four (4) through Twelve (12) (the "Released

Claims”). Notwithstanding the foregoing, the Attorney General may institute an action or proceeding to enforce the terms and provisions of this Assurance.

- (3) By giving this written Assurance, Supplier agrees to comply with all the terms of this Assurance and to comply with all applicable Ohio laws, including without limitation, the Consumer Sales Practices Act, R.C. 1345.01 et seq. and the Substantive Rules, Ohio Administrative Code, Section 109:4-3-01 et seq.

BACKGROUND AND STATEMENT OF FACTS

- (4) Supplier is a Delaware corporation with a place of business at 2849 Executive Drive #100, Clearwater, FL 33762, which does business in various counties in the State of Ohio.
- (5) Supplier was at all times relevant to the investigation, engaged in the business of advertising, soliciting, offering for sale, and selling memberships in the Global Discovery Vacations Program (“GDV Program”) to Ohio consumers, which is owned operated administered by Global Connections, Inc.
- (6) The Attorney General alleges that Supplier authorized the publication of advertisements that notified consumers that they had won or were eligible to win a free prize, free trip, or something of value without disclosing all terms, conditions, and obligations upon which receipt and retention of the “free” goods or services were contingent upon at the outset of the offer.
- (7) The Attorney General alleges that Supplier offered a free prize, free trip, or something of value as an incentive for joining the GDV Program without disclosing all terms, conditions, and obligations upon which receipt and retention of the “free” goods or services were contingent upon at the outset of the offer.

- (8) The Attorney General alleges that Supplier authorized the publication of advertisements that notified consumers that they had won or were eligible to win a prize, trip, or something of value, without clearly and conspicuously disclosing that to receive the prize or thing of value, the consumer would be required to listen to a sales presentation or a presentation designed to market or sell goods or services to the consumer.
- (9) The Attorney General alleges that Supplier notified consumers or prospective consumers that they would receive a prize, trip, or something of value as an incentive for joining the GDV Program, when receipt of the thing of value was conditioned upon the payment of a service charge, handling charge, mailing charge or other similar charge.
- (10) The Attorney General alleges that Supplier authorized the publication of advertisements that notified consumers that they had won or were eligible to win a prize, trip, or something of value without clearly and conspicuously disclosing to the consumer any and all conditions necessary to win the prize or receive something of value.
- (11) The Attorney General alleges that Supplier authorized publication of advertisements appearing to have sponsorship, approval, performance characteristics, accessories, uses, or benefits that they did not have; specifically, the published advertisements appeared to be affiliated with certain major airline carriers.
- (12) The Attorney General alleges that Supplier authorized the publication of advertisements that could lead a reasonable consumer to believe that the advertisement is from the United States Government and/or from a fictitious government agency such as the "Department of Distribution, Division of Acquisition."

COMPLIANCE PROVISIONS

- (13) Supplier shall conduct its business in Ohio in compliance with all applicable Federal and Ohio laws, including, but not limited to, the Consumer Sales Practices Act, R.C. 1345.01 et seq. and the Ohio Administrative Code, O.A.C. 109:4-3-01 et seq.
- (14) Supplier shall not commit unfair and deceptive acts and practices in violation of R.C. 1345.02.
- (15) Supplier shall not publish or authorize the publication of advertisements that notify consumers that they have won or are eligible to win a free prize, free trip, or something of value without disclosing all terms, conditions, and obligations upon which receipt and retention of the “free” goods or services are contingent upon at the outset of the offer, in violation of O.A.C. 109:4-3-04.
- (16) Supplier shall not offer a free prize, free trip, or something of value as an “incentive” for joining the GDV Program without disclosing all terms, conditions, and obligations upon which receipt and retention of the “free” goods or services are contingent upon at the outset of the offer, in violation of O.A.C. 109:4-3-04.
- (17) Supplier shall not publish or authorize the publication of advertisements that notify consumers that they have won or are eligible to win a prize, trip, or something of value, without clearly and conspicuously disclosing that receipt of the prize or thing of value is conditioned upon the consumer listening to a sales presentation or a presentation designed to market or sell goods or services to the consumer, in violation of O.A.C. 109:4-3-06(A)(2).
- (18) Supplier shall not notify consumers or prospective consumers that they will receive a prize, trip, or something of value as an incentive for joining the GDV Program when

receipt of the thing of value is conditioned upon the payment of a service charge, handling charge, mailing charge or other similar charge, unless all such charges are disclosed, in violation of O.A.C. 109:4-3-06(D)(2).

- (19) Supplier shall not publish or authorize the publication of advertisements that notify consumers that they have won or are eligible to win a prize, trip, or something of value without clearly and conspicuously disclosing to the consumer any and all conditions necessary to win the prize or receive something of value, in violation of O.A.C. 109:4-3-04(D)(3).
- (20) Supplier shall not publish or authorize the publication of advertisements that appear to have sponsorship, approval, performance characteristics, accessories, uses, or benefits that they do not have; specifically, the published advertisements shall not appear to be affiliated with certain major airline carriers and/or any other business not affiliated with Supplier, in violation of R.C. 1345.02(B)(1).
- (21) Supplier shall not publish or authorize the publication of advertisements that could lead a reasonable consumer to believe that the advertisement is from the United States Government and/or from a fictitious government agency such as the "Department of Distribution, Division of Acquisition," in violation of R.C. 1345.02(B)(9).
- (22) Supplier shall clearly and conspicuously disclose its name "Global Vacation Network" and business address on any and all advertisements published by or on behalf of Supplier.
- (23) Supplier shall limit the time of the sales presentation for the GDV Program to the amount of time represented to the consumer upon initial inquiry, excluding any additional time to which the consumer consents to at the end of the initial presentation in order to respond to consumer inquiries and/or to process and complete the sale. Supplier shall not require

any consumer to stay for additional inquiries after termination of the initial presentation as a condition to receive any promised incentive.

- (24) Supplier shall present or otherwise make available via the Internet, to each and every consumer in the sales presentation for the GDV Program, a date-specific list of destination-based properties currently available for reservations through the GDV Program during the succeeding twelve (12) month period. If the list is made available via Internet, Supplier shall clearly disclose during the Initial Presentation where that list may be found and how it may be accessed, and consumers shall have access for at least three (3) days following the presentation.

PAYMENT TO THE STATE

- (25) Supplier shall pay a total of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) to the Consumer Protection Enforcement Fund as reimbursement for investigative and administrative costs associated with this matter (the "Reimbursement Payment"). Upon execution of this Assurance, Supplier shall tender a certified check payable to "Ohio Attorney General's Office" and mail it to:

Patricia Anderson
Administrative Secretary
Consumer Protection Section
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

GENERAL PROVISIONS

- (26) Supplier understands and agrees this Assurance applies to GVN, and to any other businesses Supplier operates, its principals, officers, directors, agents, servants, representatives, salespersons, employees, instructors, independent contractors, successors and assigns, jointly and severally.

- (27) This Assurance shall be governed by the laws of the State of Ohio.
- (28) This Assurance is entered into by the Supplier of its own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Assurance.
- (29) This Assurance does not constitute an approval by the Attorney General of any of Supplier's business practices, and Supplier shall not represent directly or indirectly, or in any way whatsoever, that the Attorney General has sanctioned, condoned or approved any part or aspect of Supplier's business practices.
- (30) This Assurance sets forth the entire agreement between the Attorney General and Supplier and supersedes all prior agreements or understandings, whether written or oral, between the Parties and/or their respective counsel with respect to the subject matter hereof. This Assurance may be amended by written agreement between the Parties, subject to any further requirements under state law.
- (31) The Parties acknowledge that no other promises, representations or agreements of any nature have been made or entered into by the Parties. The Parties further acknowledge that this Assurance constitutes a single and entire agreement that is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.
- (32) Supplier shall continue to negotiate in good faith, through the Office of the Attorney General, any consumer complaints filed with this Office concerning Supplier's conduct occurring prior to or after the Effective Date of this Assurance, which are brought by consumers that are discovered after entering into this Assurance.

- (33) Unless filed in relation to a future public enforcement proceeding by the Attorney General, this Assurance shall not be filed with the court or entered as a consent judgment. This Assurance is a public record and shall be maintained in the Public Inspection File.

PENALTIES FOR FAILURE TO COMPLY

- (34) The Attorney General may assert any claim that Supplier has violated this Assurance in a separate civil action to enforce this Assurance, or to seek any other relief afforded by law, including attorney fees, investigative costs, and a civil penalty of not more than Twenty-Five Thousand Dollars and 00/100 Cents (\$25,000.00) for each separate and appropriate violation the Attorney General asserts Supplier has committed. In any such action or proceeding, relevant evidence of conduct that occurred before the Effective Date shall be admissible on any material issue, including alleged willfulness, intent, knowledge, contempt or breach, to the extent permitted by law. By this paragraph, Supplier does not waive any evidentiary objection or any other objection it may have as permitted by law to the admissibility of any such evidence.
- (35) Evidence of a violation of an Assurance of Voluntary Compliance is prima-facie evidence of an act or practice in violation of the Consumer Sales Practices Act, R.C. 1345.01 et seq., if presented after the violation in an action brought under the Consumer Sales Practices Act, R.C. 1345.01 et seq.
- (36) This Assurance shall in no way exempt Supplier from any other obligations imposed by law, and nothing contained herein shall relieve Supplier of any legal responsibility for any acts or practices engaged in by Supplier other than those acts specifically resolved by this Assurance.

- (37) Nothing in this Assurance shall in any way preclude any investigative or enforcement action against Supplier under any legal authority granted to the Attorney General:
- (a) With respect to the transactions or occurrences which are the subject of this Assurance, if the terms of this Assurance are not fully obeyed; or
 - (b) With respect to transactions or occurrences which are not the subject of or related to the investigation or this Assurance.

REPRESENTATIONS AND WARRANTIES

- (38) The Attorney General and Supplier represent and warrant that they negotiated the terms of this Assurance in good faith and have entered into this Assurance to bring this matter to an agreed resolution. Neither the fact of, nor any provision contained in, this Assurance nor any action taken hereunder shall constitute, or be construed as: (a) an admission by Supplier that any of its acts or practices described in this Assurance are unfair or deceptive or violate the Consumer Sales Practices Act and/or the Substantive Regulations; (b) a concession by Supplier as to the validity of the investigation; and (c) an approval, sanction or authorization by the Attorney General of any act or practice of Supplier.
- (39) The Attorney General and Supplier represent and warrant that neither the existence of, nor the terms of this Assurance shall be deemed to constitute evidence or precedent of any kind except: (a) as provided by Paragraph Thirty-Five (35); (b) in any action or proceeding by one of the Parties to enforce or otherwise implement any or all of the terms herein; or (c) in any action or proceeding involving a Released Claim (as defined herein) to support a defense asserted by Supplier, its owners, officers, directors, managers,

employees, agents, representatives, successors, or affiliates, of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

- (40) Supplier warrants and represents that it is signing this Assurance in its official capacity and is fully authorized to enter into this Assurance and bind Supplier to all of the terms and conditions of the Assurance.

WHEREFORE, the Parties hereto affix their signatures in recognition and acceptance of the terms contained herein on this 18TH day of Dec, 2010.

SIGNATURES

ACCEPTED BY:

FOR THE OHIO ATTORNEY GENERAL, RICHARD CORDRAY



Melissa S. Szozda (0083551)
Assistant Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
(614) 466-1306
(866) 521-9879 (facsimile)

12/30/2010

Date

Counsel for the Ohio Attorney General

APPROVED BY:

FOR GLOBAL VACATION NETWORK

GVN MICHIGAN, INC., A DELAWARE CORPORATION

By: 

Name: Terry Diegel

Position: President

Address: 2849 Executive Dr #100

Clearwater, FL 33762

Phone: 630-370-3700

Dec 18, 2010

Date

Dear Kevin,

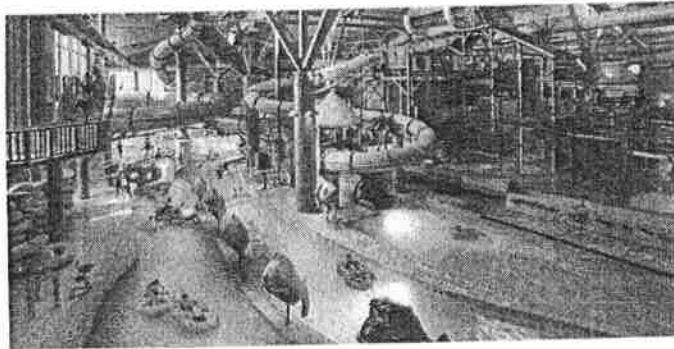
CONGRATULATIONS!

Our promotional department shows that you have been selected to receive a Complimentary stay at an Indoor WaterPark of Your Choice in Columbus or Sandusky for up to 3 days and 2 nights including WaterPark passes for 4 guests. (package Retail Value \$650-\$850)

Our records indicate that by responding within 48 hours you will also receive a

\$100.00 Restaurant dining card

Please reference your check voucher number **IMS300COH**.



Call 800-843-2104

Monday through Friday 9am to 9pm
and Saturday 9am to 12pm

THIS DOCUMENT HAS A COLOR BACKGROUND

Indoor Water Park Voucher Enclosed

Verification of Delivery Information Required
FINAL NOTICE

Check Number **IMS300COH**

01/09/2014

800-843-2104

619 N. Collins Ave Orlando FL 32805

Indoor Water Park Resort Accommodations and Water Park Passes For up to 4 Guests

PAY TO THE 1584*****AUTO**5-DIGIT 43230
ORDER OF: Kevin

PERGAD-Bayonne, N. J.

**STATE'S
EXHIBIT**

B

VOID AFTER 30 DAYS

John T. [Signature]
AUTHORIZED SIGNATURE



MEMO Must be redeemed for Indoor Water Park Resort Stay. No Cash Value.

* 23498739 * 148498237498721 93847928374979 *

ENDORSE HERE

x

DO NOT ENDORSE/STAMP BELOW THIS LINE

ORIGINAL DOCUMENT

Sponsored By:

IMS

Certain restrictions apply. Call for details.
This award is valid the following indoor water park resorts:
Kalahari, Great Wolf Lodge, Key-Lime Cove, Co-Co Key,
Wilderness, Great Escapes, Fort Rapids, and Caribbean Cove.
Certain restrictions apply. Call for details. This promotion is
sponsored by IMS and is not affiliated with, nor an agent of
these resorts. Retail value of travel promotional package is
\$650-\$850. Hotel accommodations are valid for two adults
and two children and include admission to the waterpark.
Additional guests may be added for a nominal fee. Visit www.myvacationgifts.com/dop/minivac.htm for eligibility and all
offer terms and conditions. Members, past visitors, employees
or anyone associated with this promotion are ineligible.
Limited Time Offer. Void where prohibited.

ADDRESS:

- Check for Document Addressee
- Open Immediately
- Delivery to Specified Home

5

- ☐ Application (code)
- ☒ Package
- ☐ Other

Thank You for Your Patronage

Signature (Sender)

Date of Scheduled Delivery:

File No.

025152 BCN281

440, 4401.

B 246 497 04 3

Addressee to:

Sponsored by
Global Vacation Network
5005 Flockside Rd Suite 925
Independence, OH 44131

[illegible]

Robert

 AUTO**5-DIGIT 44125

PRSTD
FIRST CLASS MAIL
US POSTAGE
PAID
WEST PALM BEACH FL
PERMIT 1002

STATE'S EXHIBIT

PENGAD-Elvonne. M. J.

PICK-UP

Package # 1207-4838-0089

Dear Robert

Call now at 888-986-8169 to arrange pick up. Monday - Friday 9am to 9pm, Saturday from 9am to 1pm (EST).

Package Contents: New Android™ 4.0 Touchpad Tablet with Camera
You may also be eligible to receive a \$100 Restaurant.com card

- Call for pick-up 888-986-8169

Sponsored by
Global Vacation Network
5005 Rockside Rd Suite 925
Independence, OH 44131

Call to hear pick up dates and times. Open only to named addressee of this offer. Android™ is a trademark of Google Inc. This promotion is not sponsored by or affiliated with Android™, Global Vacation Network Members, past visitors, employees or anyone affiliated with this promotion are ineligible. Retail value of the tablet is \$130. Restaurant.com card good for discounts totaling \$100 at thousands of restaurants nationwide. Must Present Mailer at pick up. Limit one per household. Offer expires 30 days from postmark.

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enlarged copy of
disclaimer on
front

PARCEL PICK-UP NOTICE

ADDRESSEE:

- Document Addressee Only
- Call Immediately
- Limited Package Hold Time
- Specified Date and Time Only

PRSTD
FIRST CLASS MAIL
US POSTAGE
PAID
WEST PALM BEACH FL
PERMIT 1002

Addressed to:

*****AUTO**SCH 5-DIGIT 43054



Call for pick up instructions, including available dates and time. Only original addressee is permitted to secure the held item. If you wish to no longer receive this offer from Global Vacation Network please send this post card to GVN 3519 Alt 19 Palm Harbor, FL 34683 Assigned agent or other representatives of the addressee are not permitted to secure the held item. Pick up date and time may be specified by a secondary agent of addresser.

PARCEL PICK-UP NOTICE

Package # 1244-1910-9478

Dear David,

Call our center now at 888-845-8768 to schedule pick-up.
Monday - Friday 9:00am to 9:00pm. Saturday 9:00am to 3:00pm.

We can hold this package for ONLY 72 HOURS.

- Call for pick-up 888-845-8768

PENGAD-Bayonne, N. J.

STATE'S
EXHIBIT

D



Carnival

Congratulations!
 You have been selected to receive
 an 8 Day / 7 Night Cruise for 2 with an outside
 cabin, leaving from any major port in the U.S.
 And 2 round trip airfares leaving from or going to
 any major airport in the continental U.S.
PLUS A \$50 VACATION CASH CARD
 that's powered by **priceline.com**

CALL 1-877-547-7302

Tracking ID:
 Confirmation No:
12ID1024X

Name of Traveler:
FERENZ

PORT OF CALL 1:
MOST MAJOR PORTS

PORT OF CALL 2:
NASSAU, BAHAMAS

PORT OF CALL 3:
ST THOMAS, U.S. V.I.

*You will be given a certificate valid for use aboard Carnival Cruise Lines for 8 days. Airfare not included with cruise. Accommodations are an outside cabin. Certain travel dates apply. Travel over major holidays is not guaranteed. This offer is being used in conjunction with a vacation program. Some restrictions apply. Recipient is responsible for any government taxes, custom fees and agency fees associated with the cruise and/or taxes above. Approx retail value \$1900. There is no obligation to purchase or join anything. This promotion is not sponsored by or affiliated with Carnival Cruise Lines or any other third party business referenced in this promotion but they are major suppliers.

B 1 3160
 RES# 00000000 00000000
 1000 0000 0000

Congratulations!
 CALL WITHIN 48 HRS FOR THIS BONUS OFFER!!

RECEIVE A \$50 VACATION CASH CARD
 that's powered by **priceline.com**

WE HAVE BEEN TRYING TO CONTACT YOU! (THIS IS NOT A TIMESHARE OR LAND SALE OFFER)
CALL TOLL FREE 1-877-547-7302
 Monday-Friday 9:00am-10:00pm, Saturday 9:00am-6:00pm EST
 Sunday 9:00am-3:00pm EST

PRESORTED
 FIRST CLASS
 U.S. POSTAGE
 PAID
 TAMPA, FL
 PERMIT #78



N48688-0001273 3

PENGAD-Bayonne, N. J.
STATE'S EXHIBIT
E

US Airlines

March 25th, 2013

Mrs. Karen

NOTE: You must respond no later than April 4th, 2013

Dear Karen,

I am pleased to inform you that you have qualified for an award of 2 roundtrip airline tickets. Congratulations. These tickets are valid for travel anywhere in the Continental U.S. from any major international airport. The retail value of this award is up to \$1,398.00. Certain restrictions apply.

We have attempted contacting you several times without success. This is our last attempt. If we do not hear from you soon, we may need to issue the ticket vouchers to the alternate.

Please call me today at 1-855-879-8217.

Your Claim number is: 41-002-3709

Regards,



Dana Kline

Vice President

2CL0325A



Certain Restrictions Apply. Call For Details.
Taxes & registration fees and/or processing
fees are the responsibility of the recipient. This
promotion is not sponsored by or affiliated
with US Airlines or any other third party
business referenced in this promotion but they
are major suppliers.



N36169-0003705

Mrs. Karen



PERSONAL AND CONFIDENTIAL

