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## IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA

### Civil Case No.:

MICHAEL M. CAMINERO and ANA ROMA SANTOS, individually and on behalf:

of and all others similarly situated, : CLASS ACTION COMPLAINT

Plaintiffs, : Florida & National Class Representation

vs.

: Jury Trial Requested

GRAND GETAWAY TRAVEL SERVICES - ORLANDO, DISTRIBUTOR; GRAND GETAWAYS VACTION CLUB; COAST TO COAST GRAND GETAWAYS, LLC; GT MARKETING GROUP USA, INC.;

COAST TO COAST; GRAND GETAWAY SALES & MARKETING, INC.: GRAND **GETAWAY VACATIONS, INC.; GRAND** GETAWAYS VACATION TRAVEL CLUB, INC.; GRAND INCENTIVES, INC.; and. GRAND INCENTIVES

MARKETING, LLC.

Defendants.

## CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs, MICHAEL M. CAMINERO and ANA ROMA SANTOS, individually, and on behalf of all others similarly situated, by and through their undersigned counsel, and pursuant to all applicable Florida Rules of Civil Procedure, hereby files this Class Action Complaint, and alleges against Defendants, GRAND GETAWAY TRAVEL SERVICES - ORLANDO. DISTRIBUTOR; GRAND GETAWAYS VACTION CLUB; COAST TO COAST GRAND GETAWAYS, LLC; GT MARKETING GROUP USA, INC.; COAST TO COAST; GRAND GETAWAY SALES & MARKETING, INC.; GRAND GETAWAY VACATIONS, INC.; GRAND GETAWAYS VACATION TRAVEL CLUB, INC; GRAND INCENTIVES, INC.; GRAND INCENTIVES MARKETING, LLC (collectively "Defendants"), as follows:

### I. INTRODUCTION

- 1. At all material times hereto, based upon Plaintiffs' own personal knowledge and on information and belief upon investigation of counsel, Defendants have unlawfully, fraudulently, unfairly, negligently misleadingly, and/or deceptively designed and implemented a business practice of selling bogus travel club "memberships" to consumers nationwide.
- 2. Defendants bait the consuming public in to purchasing a "Vacation Club "Membership" at an exorbitant price, with the false promise of exclusive "members" only benefits, including but not limited to, exclusive access to premium accommodations, guaranteed lower prices and capped rates on accommodations, the freedom to travel when and where the member wants to go, special itineraries, best available pricing on airfare, special discounts for short notice weeks, exclusive all-inclusive resorts, and exclusive access to cruises.
- 3. After baiting Plaintiffs and members of the proposed class in to paying an initial "membership" fee, sometimes in excess of \$8,000.00, plus interests and agreeing to pay a locked in annual fee and locked in weekly vacation rates, Defendants engaged in a scheme to alter/increase members' annual fees and weekly vacation rates. Additionally, Defendants do not provide any of the exclusive "membership benefits" as promised and contracted for. Simply put, there is no "membership," "club," or "exclusive benefits." Plaintiffs and members of the proposed class were duped in to purchasing a valueless "membership" as a result of the predatory, unconscionable, and unfair business practices of Defendants.
- 4. This class action seeks to remedy Defendants' unfair, deceptive, and unconscionable business practice of not honoring consumers' contracted for pricing, and falsely representing the exclusive "membership benefits" of joining the vacation club.

- 5. Plaintiffs brings this class action to secure, among other things, equitable relief, declaratory relief, restitution, and in the alternative, damages, for a Class of similarly situated purchasers, against Defendants, for: (1) false, deceptive, unfair, and unlawful business practices in violation of Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA"), Fla. Stat. §§ 501.201, et seq.; (2) Breach of Contract; (3) Unjust Enrichment; (4) Breach of the Implied Covenant of Good Faith and fair dealing; (5) Fraud; (6) Fraud in the Inducement; (7) Rescission; and (8) Negligent Misrepresentation.
- 6. Plaintiffs are seeking damages individually and on behalf of the Class. In addition, Plaintiffs are seeking an Order declaring Defendants business practice to be in violation of FDUTPA and requiring Defendants to cease from engaging in its unfair and deceptive business practice of falsely promising exclusive "membership benefits."
- 7. All allegations herein are based on information and belief and/or are likely to have evidentiary support after reasonable opportunity for further investigation and discovery.

### II. <u>JURISDICTION AND VENUE</u>

8. This Court has jurisdiction over this class action because it is an action brought on behalf of consumers who contracted to purchase Defendants Vacation Club Membership, which occurred in Florida, and the matter in controversy is not expected to exceed the aggregate sum of \$5,000,000.00, exclusive of interest and costs. Notwithstanding, the amount in controversy exceeds the \$15,000.00 jurisdictional threshold of this Court. Therefore, this action is properly brought in State court, and is not subject to removal under the Class Action Fairness Act. Defendants are subject to personal jurisdiction in this County. Plaintiffs and the Class transacted business with Defendants while Defendants were within this County. Defendants conducts business in, and may be found in this County.

- 9. This Court also has jurisdiction over this class action pursuant to Florida's Deceptive and Unfair Trade Practices Act, FLA. STAT. §§ 501.201, et seq.
  - 10. Specifically, FLA. STAT. § 501.211 states, in pertinent part:
    - (1) Without regard to any other remedy or relief to which a person is entitled, anyone aggrieved by a violation of this part may bring an action to obtain a declaratory judgment that an act or practice violates this part and to enjoin a person who has violated, is violating, or is otherwise likely to violate this part.
    - (2) In any action brought by a person who has suffered a loss as a result of a violation of this part, such person may recover actual damages, plus attorney's fees and court costs as provided in s. 501.2105.

### **III. PARTIES**

- 11. Plaintiffs, MICHAEL M. CAMINERO and ANA ROMA SANTOS, husband and wife, are individuals more than 18 years and are citizens of California. Plaintiffs respectfully requests a jury trial on all damage claims.
- 12. Defendant, GRAND GETAWAY TRAVEL SERVICES ORLANDO, DISTRIBUTOR ("GGTS Orlando"), is a travel service company that sells vacation club "memberships" as part of common scheme in concert with, and/or as an alter ego and agent of, the other Defendants in this action. GGTS Orlando represents itself to the public as a distributor, seller, agent, promoter, and/or product of Grand Vacation Club, Coast to Coast Membership, and/or Grand Getaways. GGTS Orlando created, promoted, marketed, designed, authorized and profited from the unfair business practice at issue in this jurisdiction and in this judicial district. It is unknown at this time if GGTS Orlando is a registered and incorporated entity, which will be the subject of future discovery. Notwithstanding, based upon information and belief and investigation of counsel, GGTS Orlando is a Florida business entity with its principle place of business is located at 7560 Commerce Court, Sarasota, Florida, 34243.

- service company that sells vacation club "memberships" as part of common scheme in concert with, and/or as an alter ego and agent of, the other Defendants in this action. CLUB represents itself to the public as a distributor, seller, agent, promoter, and/or product of Grand Vacation Club, Coast to Coast Membership, and/or Grand Getaways. CLUB created, promoted, marketed, designed, authorized and profited from the unfair business practice at issue in this jurisdiction and in this judicial district. It is unknown at this time if CLUB is a registered and incorporated entity, which will be the subject of future discovery. Notwithstanding, based upon information and belief and investigation of counsel, CLUB is a Florida business entity with its principle place of business located is at 7560 Commerce Court, Sarasota, Florida, 34243.
- 14. Defendant, COAST TO COAST GRAND GETAWAYS, LLC, ("CTC Grand"), is a travel service company that sells vacation club "memberships" as part of common scheme in concert with, and/or as an alter ego and agent of, the other Defendants in this action. CTC Grand represents itself to the public as a distributor, seller, agent, promoter, and/or product of Grand Vacation Club, Coast to Coast Membership, and/or Grand Getaways. CTC Grand created, promoted, marketed, designed, authorized and profited from the unfair business practice at issue in this jurisdiction and in this judicial district. CTC Grand is Florida, LLL, and lists a Registered Agent with Florida Secretary of State as Grace Martinez, 7560 Commerce Court, Sarasota, Florida, 34243. Based on publicly available information, all of the individual members of CTC Grand are residents of Florida. CTC Grand's principle place of business is located at 11219 Marigold Drive, Bradenton, FL 34202.
- 15. Defendant, GT MARKETING GROUP USA, INC. ("GT Marketing"), is a travel service company that sells vacation club "memberships" as part of common scheme in concert

with, and/or as an alter ego and agent of, the other Defendants in this action. GT Marketing represents itself to the public as a distributor, seller, agent, promoter, and/or product of Grand Vacation Club, Coast to Coast Membership, and/or Grand Getaways. GT Marketing created, promoted, marketed, designed, authorized and profited from the unfair business practice at issue in this jurisdiction and in this judicial district. Pursuant to Plaintiffs' purchase agreement/contract, Plaintiffs and class members are instructed that to exercise their rescission rights, GT Marketing must be provided written notice of cancellations/termination, and that a general release must be signed in favor of GT Marketing. GT Marketing also serves as the escrow/financial agent for Defendants. GT Marketing is Florida corporation, and lists a Registered Agent with Florida Secretary of State as Jorge Bravo, 16701 Collins Avenue, 12th Floor, Sunny Isles Beach, FL 33160. GT Marketing's principle place of business is located at 16701 Collins Avenue, 12th Floor, Sunny Isles Beach, FL.

- 16. Defendant, COAST TO COAST ("CTC"), is a travel service company that sells vacation club "memberships" as part of common scheme in concert with, and/or as an alter ego and agent of, the other Defendants in this action. CTC represents itself to the public as a distributor, seller, agent, promoter, and/or product of Grand Vacation Club, Coast to Coast Membership, and/or Grand Getaways. CTC created, promoted, marketed, designed, authorized and profited from the unfair business practice at issue in this jurisdiction and in this judicial district. It is unknown at this time if CTC is a registered and incorporated entity, which will be the subject of future discovery. Notwithstanding, based upon information and belief and investigation of counsel, CTC is a Florida business entity with its principle place of business located at 7560 Commerce Court, Sarasota, Florida, 34243.
  - 17. Defendant, GRAND GETAWAY SALES & MARKETING, INC. ("GG Sales").

is a travel service company that sells vacation club "memberships" as part of common scheme in concert with, and/or as an alter ego and agent of, the other Defendants in this action. GG Sales represents itself to the public as a distributor, seller, agent, promoter, and/or product of Grand Vacation Club, Coast to Coast Membership, and/or Grand Getaways. GG Sales created, promoted, marketed, designed, authorized and profited from the unfair business practice at issue in this jurisdiction and in this judicial district. GG Sales is an inactive Florida corporation, and lists a Registered Agent with Florida Secretary of State as Michael J. McDermott, 791 W. Lumsden Road, Brandon, FL, 33511. GG Sales' principle place of business is located at 410 Ware Blvd., 9th Floor, Tampa, FL 33619.

- 18. Defendant, GRAND GETAWAY VACATIONS, INC. ("GG Vacations"), is a travel service company that sells vacation club "memberships" as part of common scheme in concert with, and/or as an alter ego and agent of, the other Defendants in this action. GG Vacations represents itself to the public as a distributor, seller, agent, promoter, and/or product of Grand Vacation Club, Coast to Coast Membership, and/or Grand Getaways. GG Vacations created, promoted, marketed, designed, authorized and profited from the unfair business practice at issue in this jurisdiction and in this judicial district. GG Vacations is an inactive Florida corporation, and lists a Registered Agent with Florida Secretary of State as Anthony J. Torres, 274 Wilshire Blvd., Suite 224, Casselberry, FL, 32707. GG Vacations' principle place of business is located at 274 Wilshire Blvd., Suite 224, Casselberry, FL, 32707.
- 19. Defendant, GRAND GETAWAYS VACATION TRAVEL CLUB, INC. ("GG Travel"), is a travel service company that sells vacation club "memberships" as part of common scheme in concert with, and/or as an alter ego and agent of, the other Defendants in this action.

  GG Travel Club represents itself to the public as a distributor, seller, agent, promoter, and/or

product of Grand Vacation Club, Coast to Coast Membership, and/or Grand Getaways. GG Travel created, promoted, marketed, designed, authorized and profited from the unfair business practice at issue in this jurisdiction and in this judicial district. GG Travel is an inactive Florida corporation, and lists a Registered Agent with Florida Secretary of State as Michael J. McDermott, 791 W. Lumsden Road, Brandon, FL, 33511. GG Travel's principle place of business is located at 410 Ware Blvd., 9th Floor, Tampa, FL 33619.

- 20. Defendant, GRAND INCENTIVES, INC. ("GRAND INCENTIVES"), is a travel service company that sells vacation club "memberships" as part of common scheme in concert with, and/or as an alter ego and agent of, the other Defendants in this action. GRAND INCENTIVES represents itself to the public as a distributor, seller, agent, promoter, and/or product of Grand Vacation Club, Coast to Coast Membership, and/or Grand Getaways. GRAND INCENTIVES created, promoted, marketed, designed, authorized and profited from the unfair business practice at issue in this jurisdiction and in this judicial district. GRAND INCENTIVES is a Florida corporation, and lists a Registered Agent with Florida Secretary of State as Jose L. Martinez, 11219 Marigold Drive, Bradenton, FL 34202. GRAND INCENTIVES's principle place of business is located at 7560 Commerce Court, Sarasota, Florida, 34243.
- 21. Defendant, GRAND INCENTIVES MARKETING, LLC. ("GRAND MARKETING"), is a travel service company that sells vacation club "memberships" as part of common scheme in concert with, and/or as an alter ego and agent of, the other Defendants in this action. GRAND MARKETING represents itself to the public as a distributor, seller, agent, promoter, and/or product of Grand Vacation Club, Coast to Coast Membership, and/or Grand Getaways. GRAND MARKETING created, promoted, marketed, designed, authorized and profited from the unfair business practice at issue in this jurisdiction and in this judicial district.

Based on publicly available information, all of the individual members of GRAND MARKETING are residents of Florida. GRAND MARKETING is a Florida corporation, and lists a Registered Agent with Florida Secretary of State as Grace E. Martinez, 14529 Williams Lane, Hudson, FL, 34667. GRAND INCENTIVES's principle place of business is located at 10705 Sombra Verde, El Paso, TX 79935.

- 22. The membership scheme was prepared and/or approved by Defendants in the State of Florida. Plaintiffs' representatives, as well as other class members, executed their purchase agreement/contract with Defendants while physically present in this County. The "membership" contract for Defendants' exclusive "membership" was designed to encourage consumers to enter into a membership under the guise that the terms were binding and would not be changed, and that Defendants' "club" provided the exclusive benefits as advertised and contracted for, and which reasonably misled the reasonable consumer, i.e. Plaintiffs and the Class, into purchasing "memberships" under unfair and unconscionable circumstances.
- 23. Plaintiffs allege that, at all times relevant herein, Defendants and its subsidiaries, affiliates, and any other related entities not present known, as well as their respective employees, were the agents, servants and employees of Defendants and at all times relevant herein, each was acting within the purpose and scope of that agency and employment. Plaintiffs further allege on information and belief that at all times relevant herein, the distributors, marketers, and sales personnel who sold the membership contracts, as well as their respective employees, also were Defendants' agents, servants and employees, and at all times herein, each was acting within the purpose and scope of that agency and employment.
- 24. In addition, Plaintiffs allege that, in committing the wrongful acts alleged herein, Defendants in concert with its subsidiaries, affiliates, and/or other related entities and their

respective employees, planned, participated in and furthered a common scheme to induce members of the public to purchase membership contracts by means of unfair, misleading, deceptive, and unconscionable representations, and that Defendants, while acting independently and/or as alter egos of one another, participated in the making of such representations in that it disseminated and authorized those misrepresentations and/or caused them to be disseminated. Whenever reference in this Complaint is made to any act by Defendants or its subsidiaries, affiliates, and other related entities, such allegation shall be deemed to mean that the principals, officers, directors, employees, agents, and/or representatives of Defendants committed, knew of, performed, authorized, ratified and/or directed that act or transaction on behalf of Defendants while actively engaged in the scope of their duties.

### IV. FACTUAL ALLEGATIONS

### A. Defendants' "Membership" Scheme

- 25. In mid-July 2011, Plaintiffs took a family vacation and attended a family reunion in Florida. As part of the approximate 3-week vacation, Plaintiffs visited Plaintiff CAMINERO'S parents who live in Spring Hill, FL and in close proximity to Orlando, FL. Because they were in Springhill, Plaintiffs wanted to take their two (2) young boys, then aged seven (7) and one (1) at the time, to Disney World.
- 26. In an effort to obtain discounted hotel accommodations and Disney tickets, Plaintiffs searched the internet, and came across an agent and/or representative of "Grand Getaways."
- 27. To lure Plaintiffs and solicit their business and in exchange for the discounted hotel rate and multi-day park hopper Disney tickets, Plaintiffs were required to attend what was initially promised to be only a 1-2 hour presentation. Plaintiffs agreed to sit for presentation, in exchange

for the discounted tickets and hotel – similar to a traditional predatory time-share solicitation scheme. Accordingly, Plaintiffs agreed to a discounted 5-day hotel accommodations and 3-day park hopper tickets to Disney World, in exchange for sitting for 1–2 hour presentation.

- When Plaintiffs arrived in Orlando, they were placed in a hotel painted "hot" pink located on 5001 Calypso Cay Way, Kissimmee, Florida. The hotel room they were given was disturbingly dirty and had insects. Plaintiffs tried to upgrade to a better room for the sake of the children, but Plaintiffs were told that they would lose the Disney tickets, if any change on the deal was made.
- 29. The agreed to 1-2 hour presentation subsequently turned into a 5-6 hour visual and oral presentation, and a personal tour that the Plaintiffs initially and willingly took, in exchange for the reduced hotel rate and Disney tickets.
- 30. Filled with thoughts of Disney World, Plaintiffs' two (2) young boys patiently waited for Plaintiffs while they attended the presentation. However, after six (6) long hours, the children ultimately became frantic, hungry and exhausted. At that point, Plaintiffs were similarly weary and wanted to end the presentation. The Disney tickets that Plaintiffs thought would be given after a 2-hour presentation around 10:00 a.m., since it started at 8:00 a.m., were held and not provided until the end of the presentation, at approximately 2:00 p.m. Plaintiffs had no option or freedom of choice, but to wait for the conclusion to get the Disney tickets. What was presented as a "no strings attached" presentation, turned into Defendants' extorting Plaintiffs with already promised Disney tickets as leverage to keep Plaintiffs from leaving.
- 31. The presentation consisted of a detailed oral and visual/video demonstrations of exclusive lavish, sophisticated and luxury resorts, hotels and vacation homes on a weekly basis, not a nightly basis, in the U.S. and around the world. Plaintiffs were also shown colorful and

special books of hotels and resorts exclusively available by "membership" only.

- 32. In addition, Plaintiffs were told about and shown marketing materials for exclusive discounts and benefits on cruises, airfares and air cards, rental cars and railway discounts, golf courses discounts and all-inclusive resorts and vacation packages all by "membership" only and available only through Defendants' Vacation Club. Plaintiffs were assigned an articulate and aggressive personal sales agent named Gustavo Ortes, who gave false promises of the advantages and exclusive benefits of the membership.
- 33. To further bait Plaintiffs in to purchasing the exclusive membership, the presentation included a personal tour of an elaborate, luxurious and fully-furnished, and equipped with modern furniture and state of the art appliances, 1 3-bedroom resorts with full kitchens and living areas, designed for families with kids and conveniently set-up right next to the hot pink, mediocre, dirty and insect-infested hotel where plaintiffs were staying at the time.
- 34. As part of Defendants predatory campaign, the membership was initially priced at \$20,000, which Plaintiffs immediately rejected as too expensive, in light of the family's modest financial income.
- 35. Defendants then offered that the price could be financed through Bank of America International, and that no money down and no upfront fees or costs were required. Defendants' then offered to lower the membership fee as well. After initially stating that the membership fee was \$20,000.00, Defendants' ultimately sold a "membership" to Plaintiffs for \$8,090.
- 36. In exchange for the initial \$8,090.00 membership fee, Plaintiffs contracted for an annual four (4) weeks of luxury or premium "resort" weeks exactly like the units shown on the personal tour of the luxurious and beautifully decorated multi-bedroom units, for a locked in price of \$249 and no more than \$899 a week, at any time during the year with 24 hours to 12 months-

notice in advance for accommodations, anywhere in the U.S. and the world.

- 37. Additionally, Plaintiffs contracted for an unlimited number of "hot" weeks for \$199 and no more than \$499 with 24 hours to 60 days' notice in advance for accommodations, anywhere in the U.S. and the world.
- 38. Plaintiffs further contracted for All-Inclusive resorts and vacation packages at discounted rates, and other special exclusive members-only benefits, such as substantial savings on cruises in the U.S. and anywhere in the world, substantial discounts on rental cars; discounts and lowest priced airfares; and for the benefits to extend to 10 family members, in addition to the Plaintiffs.
- 39. Plaintiffs also agreed to pay annual membership dues at the locked in price of \$199.99.
- 40. At the time the contract was signed, Plaintiffs asked Gustavo why the membership was so high when they still had to pay for the resorts or hotels, in addition to the purchase price and annual renewal fees. Gustavo explained that it was 4-four weeks of platinum membership and premium resort weeks, which meant access to "premium" resorts and hotels, substantial discounts worldwide, and the membership also included unlimited "hot" weeks and most people only get two (2) weeks. Gustavo then suggested that the Plaintiffs use their unlimited "hot" weeks or premium "resort" benefits to their advantage by offering to book friends and colleagues resorts or hotels accommodations through Plaintiffs, which only cost either \$249 \$899 or \$199 \$499 under the terms of the Agreement, and then to resell the resorts and hotels to friends and colleagues for substantially higher prices and bring in personal revenue.
- 41. Gustavo also said that the membership could be transferred to family members, so long as they paid the annual dues and weekly fees. In a further attempt to induce Plaintiffs in to

purchasing the "membership," Gustavo offered Plaintiffs one of the luxurious 2-bedroom fully-furnished resort units called the "Sake" House, as well as one of the multi-bedrooms they viewed during the personal tour.

- 42. After six (6) long hours of oral and visual/video presentation, a personal tour of the lavish and fully furnished 1 3-bedroom resorts, Gustavo just offering a 2-bedroom unit for the duration of Plaintiffs' stay, and given the disconcerting, unclean and insect-infested hotel room they were in without ability to upgrade, after Defendants substantially reducing the price from \$20,000 to \$8,090, the relentless high pressure sales tactics, and with the children tired, hungry and hysterical and desire to obtain the Disney tickets for the children that they came for, Plaintiffs ultimately gave in and purchased a Platinum Membership Plan No. 69995 in the amount of \$8,090.00. A true and correct copy of the signed August 1, 2011 Purchase Agreement (hereinafter "Agreement") between the Plaintiffs and Defendants is attached hereto as Exhibit "A."
- 43. Following the membership purchase and upon returning home to California, Plaintiffs were eager to use the membership they just obtained. Plaintiffs, excited about their purchase, told some friends and certain family members about the membership everyone was excited and could not wait to use the substantial savings that extended to them.
- 44. During about January 2012, Plaintiffs made an initial request from the Defendants for a one (1) week accommodation in Lake Tahoe, California during the 2012 Spring Break between in April 1 14, 2012 for skiing, since Plaintiffs generally take their family vacations on all major holidays on Easter break, summer and Thanksgiving and Christmas holiday breaks when the children are out of school. However, although Plaintiffs were told at the presentation on August 1, 2011 that the premium resort weeks were guaranteed, no resorts were available for the dates requested and Plaintiffs were told that inventories change on a daily basis, but that Defendants

would continue to look for alternate comparable accommodations, and would advise Plaintiffs when a unit became available. Defendants were unable to provide Plaintiffs any alternative accommodations for that time period.

- 45. In addition, in May 2012, Plaintiffs contacted Defendants' for a trip on a few vacation destinations in the Caribbean, including Punta Cana, Dominican Republic; Negril, Jamaica; Paradise Island, Bahamas; St. Thomas, Virgin Islands or Cancun Mexico, as the terms of the Agreement provided for All-Inclusive Resorts and vacation packages and special discounts on airfares that Plaintiffs hoped to use their membership for, for the 2012 summer between June 3 -August 18, 2012. Plaintiffs informed Defendants that the locations were open and the dates were flexible and within the timeframe given. Plaintiffs actively communicated with Tammy Barngrover, one of Defendant' agents, on this accommodation request. She also searched on her own for all-inclusive resorts and airfares in the event that Defendants do not come through with the accommodation, as Plaintiffs previously experienced. To Plaintiffs surprise and dismay, the quotes provided by Defendants to Plaintiffs for all of the destinations requested and the All-Inclusive Resorts given were significantly higher than the normal rates at that time for the resorts, and were higher than the weekly prices contracted for in the Agreement. Defendants provided no discounts whatsoever, so Plaintiffs ultimately booked their family's All-Inclusive vacation on their own, without the use of Defendants' club "membership," at a less expensive price than was being offered through Defendants' club for the same accommodations.
- 46. Furthermore, although Plaintiffs' first renewal membership fee in the amount of \$199.00 was not due until August 1, 2012, Plaintiffs were offered to pay a reduced renewal fee of \$305 for three years (3), in exchange for three (3) Grand Air Cards by Jesse Neice, another one of Defendants' agents. In lieu of the \$199.00 renewal fee, Plaintiffs agreed to pay the \$305 renewal

fee, as agreed for three (3) years. However, Defendants only provided two (2) Grand Air Cards, despite multiple attempts to secure it between June 2012 - July 2014.

- 47. Plaintiffs tried to use one or both of the much anticipated \$500 Grand Air Cards in 2012 and 2014. Although the card clearly states \$500 on its face, only \$50 of the \$500 Grand Air Cards was credited Plaintiffs, a completely misleading and deceptive practice.
- 48. During July 2012, while still waiting to use Defendants' grand vacation membership, Plaintiffs requested yet another one (1)-week accommodation in Lake Tahoe, California for the 2012-2013 Christmas Holiday Break, and similarly requested a week accommodation for Yosemite National Park, California for the 2013 summer break in June August 2013. Unfortunately, the same reasons and nonsense excuses were consistently given to Plaintiffs for Defendants' failure to deliver the premium resorts, hotels or any other miscellaneous discounts under the terms of the Agreement.
- 49. Moreover, although Plaintiffs membership was supposed to be active through June 2015 pursuant to the agreement made with Jesse Neice in June 2012, Plaintiffs received calls and emails to renew their membership in June 2013 and June 2014 requesting that additional membership dues be paid, despite their membership being clearly active and paid through June 2015.
- 50. In July 2014, Plaintiffs made another attempt to use Defendants' membership club to book a cruise to the Caribbean, including overnight stays in Fort Lauderdale, FL for the cruise connections and rental cars from Tampa, FL. Tammy Barngrover again and unfortunately was only able to provide the same high prices and lack of availability. Defendants were again unable to provide any of the membership benefits as advertised and stated in the Agreement.
  - 51. Defendants utterly failed to deliver any of its promises since the inception of the

Agreement in August 2011.

- 52. Defendants' practices of arbitrarily setting its "membership fee," of attempting to charge additional annual dues after, of not honoring its weekly contracted rates, and of not providing any of the advertised membership benefits is not unique to Plaintiffs. "Members" do not receive any exclusive or special discounts, rates, or accommodations. Defendants do not have a club or even the ability to provide the contracted for benefits. The rates, accommodations, and benefits members receive as part of the membership are the same, and often even higher priced, than any other non-member in the public can obtain for a given resort. Defendants deceptively offer exclusive benefits, in exchange for payment of membership dues, but no special benefit is provided. Defendants' promises are illusory and non-existent. See screen shots from Defendants' Website as an example of the uniform misrepresentations presented to Plaintiffs and the Class for demonstrative purposes, attached hereto as Exhibit B.
- Unlike every other "membership/club," as the term is commonly understood by reasonable consumers, Defendants' "membership" does not provide members' access to any club, venue, accommodation, or special discount/rate, but rather provides for the illusory and false promise special advertised benefits. There is no exclusivity to receive services, as non-"members" can obtain any of the purported offered benefits, as well by booking on their own through alternative sources or directly from the hotel/resort. Although Defendants label its scheme to be a "membership," the only "membership" aspect of the business model is the recurring nature of yearly dues, for which members receive nothing in return.
- 54. Defendants' uniform and standard operating protocol was and is to offer Plaintiffs and the class a membership through predatory "bait and switch" practices, whereby consumers must agree to the contract after being badgered all day, and are not allowed to receive their

previously promised incentive of theme park tickets until the "presentation" is complete. While in a comprised state, the potential "member" is presented with the membership contract. Defendants' arbitrarily adjust the membership fee depending on the financial means of the class member in order to "close the deal." This practice is unfair to consumers. There is no legitimate reason for the club membership to differ from person to person when the same benefits are to be allegedly received.

- 55. Defendants' practices constitute an unconscionable and unenforceable conversion of class members' money, which is an unfair business practice, against public policy, and thus constitutes an impermissibly compelled adhesion contract. Defendants' unfair business practice unjustly enriches Defendants, and is a breach of the implied covenant of good faith and fair dealing.
- 56. Based upon information and belief, all class members are subject to the same deceptive standard operating procedures and standards implemented by Defendants.
- 57. Plaintiffs' and the Class' membership agreement/contracts are identical or functionally identical in its material terms.
- 58. Defendants' scheme is against public policy, lacks mutuality, and is completely and unconscionably one-sided in favor of Defendants.
- 59. Consumer concern over Defendants' business practices is widespread on internet message boards. See non-exhaustive Compilation of Consumer Complaints for demonstrative purposes, attached hereto as Exhibit C.
- 60. Defendants' scheme is unfair and unconscionable also because the true nature of the "membership" is not unambiguously or expressly disclosed in its membership agreement, and it unjustly enriches and provides revenue to Defendants for services that they did not and do not provide. It constitutes an unfair method of competition because it is calculated to mislead and

deceive reasonable consumers. The deceptive marketing of the "membership" was done purposely, consciously, and for the specific purpose of deceiving consumers into believing they were getting something more than what they actually received— the value of the exclusive benefits of club membership.

- 61. As a result of Defendants' scheme, Plaintiffs and members of the Class have suffered economic damages in an amount equal to the full value all membership dues collected, both the initial and renewal dues, the weekly accommodation charges, interests charged on all financed membership dues, and the costs of paying for alternative accommodations that Defendants' did not provide. Had Plaintiffs and the class known that "membership" benefits included no special benefits at all, they would not have agreed to the purchase price. Alternatively, Plaintiffs and class members are entitled to reimbursement of the premium price paid for membership dues over and above the "membership's" true market value had its true nature been disclosed, which Plaintiffs submit is no value at all, as well as any weekly resort fees paid above and beyond the contracted for price.
- 62. At a minimum, Plaintiffs and the class are entitled to restitution of all amounts retained by Defendants, and disgorgement of all ill-gotten profits from Defendants' wrongdoing.
- 63. Plaintiffs also seek declaratory relief in the form of an order declaring Defendants' scheme to be a deceptive and unfair business practice in violation of FDUTPA, as well as injunctive and equitable relief putting an end to Defendants' misleading and unfair business practices, including but not limited to unambiguous, clear and full disclosure of the true nature of Defendants' "membership" club, the that fact that the membership does not provide any additional benefit above and beyond what any other non-member could obtain on their own, and well as corrective advertising to all former, current, and future to be solicited members.

### V. <u>CLASS ACTION ALLEGATIONS</u>

- 64. This action is brought pursuant to Rule 1.220 of the Florida Rules of Civil Procedure, Fla. R. Civ. P.
- 65. The class definition(s) may depend on the information obtained throughout discovery. Notwithstanding, the Class(es) will include one or more of the following:

All persons residing in the United States from July 31, 2010 through the present, who were enrolled in Defendants' membership program.

- 66. Excluded from the Class are governmental entities, Defendants, any entity in which Defendants have a controlling interest, and Defendants' officers, directors, affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff.
- 67. Plaintiffs reserve the right to modify the class definition before moving for class certification, including a reservation of the right to seek to certify subclasses, if discovery reveals that modifying the class definitions and/or seeking additional subclasses would be appropriate.
- 68. Plaintiffs bring this action on their own behalf and on behalf of a Class of all others similarly situated. The Class Period is limited to the applicable statute of limitations for claims at issue and runs until the date of entry of final judgment in this action.
- 69. The Class is composed of at least several thousand people, the joinder of whom is impracticable except by means of a class action. The disposition of their claims in a class action will benefit the parties and the Court. The members of the Class are so numerous and geographically dispersed across the United States that joinder of all Class members is impracticable, if not impossible.

- 70. Defendants have acted with respect of the Class in a manner applicable to each Class member. There is a well-defined community of interest in the questions of law and fact involving and affecting the parties to be represented. Common questions of law and fact exist and such common questions predominate over any questions of law or fact that may affect only individual Class members. Such common questions include but are not limited to the following:
  - Whether Defendants violated the Florida Deceptive and Unfair Trade Practices
     Act (FDUTPA), F.S. Ch. 501, Part II, through their common course of deceptive
     conduct alleged herein;
  - Whether, by reason of Defendants' violations of the FDUTPA, Plaintiffs and the Class are entitled to recover actual or statutory damages;
  - 3) Whether, by reason of Defendants' violations of the FDUTPA, Defendants should be required to either refund all sums which Plaintiffs and the Class paid during the Class Period, or disgorge all profits which they made on account of any such memberships;
  - 4) Whether Defendants violated the implied covenant of good faith and fair dealing;
  - 5) Whether Defendants were unjustly enriched at the expense of Plaintiffs and the Class;
  - 6) Whether Defendants are in breach of contract by not honoring the agreed to contractual rates and by not providing the contracted for benefits;
  - 7) Whether Defendants are liable for fraud for the false representations made;
  - 8) Whether Defendants are liable for fraud in the inducement for the false representations made;

- 9) Whether Defendants liable for negligent misrepresentation for the false representations made;
- 10) Whether Defendants liable for negligent misrepresentation for the false representations made;
- 11) Whether Plaintiffs and the class are entitled to rescission for the false representations made; and
- 12) The nature and extent of any additional relief that the Class is entitled to recover under the FDUTPA and/or the common law.
- 71. Plaintiffs assert claims that are typical of the claims of the other members of the Class in that all members have been harmed in substantially the same way by Defendants' action and omissions.
- 72. Plaintiffs will fairly and adequately represent and protect the interest of the Class. Plaintiffs have no interests antagonistic or adverse to other members of the Class. Plaintiffs have retained attorneys who are competent and experienced in class action litigation.
- 73. Defendants have acted or refused to act on grounds generally applicable to all members of the Class, thereby making final relief concerning the Class as a whole appropriate.
- 74. Plaintiffs and the Class have suffered injury and damages as a result of Defendants' wrongful conduct as alleged herein. Absent a class action, the Class will continue to suffer injury, thereby allowing these alleged violations of law to proceed without remedy, and allowing Defendants to retain the proceeds of their ill-gotten gains.
- 75. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The prosecution of separate action by individual members of the Class would create the risk of inconsistent or varying adjudications with respect to individual

members of the Class. Moreover, litigation on an individual basis could be dispositive of the interests of absent Class members and substantially impair or impede their ability to protect their interests.

- 76. In view of the complexity of the issues presented and the expense that an individual plaintiff would incur if he or she attempted to obtain relief from Defendants, the individual claims of the Class members are monetarily insufficient to support separate actions. Because of the size of the individual Class members' claims, few, if any, Class members could afford to seek legal redress for the wrongs complained of in this Complaint.
- 77. Plaintiffs do not anticipate any difficulty in managing this action as a class action. The identity of the Class members are known to Defendants via its software and record keeping system, and the measure of monetary damages can be calculated from Defendants' records. This action poses no unusual difficulties that would impede its management by the Court as a class action.
- 78. Class-wide and individual damages can readily be obtained via Defendants' records because it tracks and records the payments made and contracted for by Class members. Thus, both the identity of Class members and the amount that each Class members is entitled can be ascertained. As a result, Class-wide restitution can be measured.
- 79. Plaintiffs re-allege and incorporates by reference the allegations set forth in each of the preceding paragraphs of this Class Action Complaint as if fully set forth herein.
- 80. Members of the Class may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

### COUNT ONE:

# FOR VIOLATIONS OF FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT, FLA. STAT. §§ 501.201, ET SEQ.

- 81. Plaintiffs re-allege and incorporate by reference the allegations set forth in the preceding paragraphs numbered 1 through 80 of this Complaint as if fully set forth herein verbatim.
- 82. This cause of action is brought pursuant to the Florida Deceptive and Unfair Trade Practices Act, Sections 501.201 to 201.213, Florida Statutes. The express purpose of FDUTPA is to "protect the consuming public...from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce." FLA. STAT. § 501.202(2).
- 83. Defendants' sale of the Vacation Club Membership at issue in this cause was a "consumer transaction" within the scope of the Florida Deceptive and Unfair Trade Practices Act, Sections 501.201 to 201.213, Florida Statutes.
- 84. Section 501.204(1), Florida Statutes declares as unlawful "unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce."
- 85. Section 501.204(2), Florida Statutes states that "due consideration be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a)(1) of the Trade Commission Act." Defendants' unfair and deceptive practices are likely to mislead—and have misled—the consumer acting reasonably under the circumstances and, therefore, violate Section 500.04, Florida Statutes and 21 U.S.C. Section 343.
- 86. Defendants have violated the Act by engaging in the unfair and deceptive practices described above, which offend public policies and are immoral, unethical, unscrupulous and substantially injurious to consumers. Specifically, Defendants' "membership" scheme is an unfair

business practice because the injury to Plaintiffs and the Class outweighs any countervailing benefits to consumers or to competition, because such injury could not be reasonably avoided by Plaintiffs and the Class, it violates established public policy, and enforcement of the contract is unconscionable to Plaintiffs and the Class.

- 87. Defendants' practice is "unfair" and rendered unlawful because it coerces consumers to enter in to a binding contract while in a compromised and vulnerable state, it changes and attempts to amend contractual terms to extract additional dues/fees from consumers, it makes illusory promises of performance that it does not have the ability to provide, and it does not provide any value to any reasonably informed consumer, thus being rendered void as an unconscionable contract clause, thus wrongfully depriving Plaintiffs and Class of their money and/or property.
- 88. As a direct and proximate result of Defendants' "unfair" business practices as alleged herein, Plaintiffs and each Class member have been wrongfully deprived of money and/or property.
  - 89. Plaintiffs suffered injury-in-fact as a result of Defendants scheme.
- 90. Accordingly, Defendants received and is in possession of excessive and unjust revenues and profits, and/or have caused Plaintiffs and other Class members to lose money or property directly as a result of Defendants' wrongful acts and practices.
- 91. As a result of the above unfair acts and practices, Plaintiffs, on behalf of themselves and all others similarly situated, and as appropriate, on behalf of the general public, seek declaratory and injunctive relief prohibiting Defendants from continuing these wrongful practices, and such other equitable relief, including full restitution of all monies paid, and the disgorgement of all improper revenues and ill-gotten profits derived from their wrongful conduct to the fullest extent permitted by law, and/or reinstatement of forfeited massages.

- 92. Plaintiffs and Class Members have been aggrieved by Defendants' unfair and deceptive practices in that they purchased Defendants' membership under false pretenses.
- 93. The damages suffered by the Plaintiffs and the Class were directly and proximately caused by the deceptive, misleading and unfair practices of Defendants, as described above.
- 94. Pursuant to Section 501.211(1), Florida Statutes, Plaintiffs and the Class seek a declaratory judgment and court order enjoining the above described wrongful acts and practices of the Defendants, and for restitution and disgorgement.
- 95. Additionally, pursuant to sections 501.211(2) and 501.2105, Florida Statutes, Plaintiffs and the Class make claims for damages, attorney's fees and costs.

WHEREFORE, Plaintiffs demand judgment for damages against Defendants, including all costs associated with prosecuting this matter, prejudgment interest, and attorney's fees if so warranted, and such further relief as this Court deems just and proper.

# COUNT TWO: BREACH OF CONTRACT

- 96. The Plaintiffs herein re-allege and re-aver each and every allegation contained within paragraphs 1 through 80 of the Complaint herein, as though same were more fully set forth herein, and further alleges:
- 97. Plaintiffs and the Class, and Defendants entered in to a contract, whereby the Class promised to pay Defendants money, and Defendants promised to perform and otherwise provide the advertised exclusive "membership" benefits.
- 98. Defendants breached the contract by failing to provide the advertised exclusive "membership" benefits, as discussed more fully above. Pursuant to page 1 of the Agreement and the doctrine of reciprocity of contractual attorney fee shifting provisions, Defendants are in breach of the Agreement, and Plaintiffs are entitled to reasonable attorney's fees and costs in bringing this

action.

- 99. Plaintiffs have satisfied all conditions precedent required prior to bringing this action.
- 100. Any attempt by Defendants to use the Agreement as a shield to bar recovery under, or rescission of Agreement, is unconscionable, against public policy, and unenforceable. Defendants negligently, recklessly, and/or fraudulently made false promises at the time of contract formation, as well as after contract formation. Based upon information and belief, Defendants knew that no actual membership benefits existed or would be provided.
- 101. Defendants' breach is the legal and proximate cause of the loss, injury, and damage to Plaintiffs.
  - 102. Plaintiffs have suffered damages, as set forth above.

WHEREFORE, Plaintiffs demands judgment for damages against Defendants, including all costs associated with prosecuting this matter, prejudgment interest, and attorney's fees if so warranted, and such further relief as this Court deems just and proper.

# COUNT THREE: UNJUST ENRICHMENT

- 103. Plaintiffs re-allege and incorporate by reference the allegations set forth in the preceding paragraphs numbered 1 through 80 of this Complaint as if fully set forth herein verbatim.
- 104. Plaintiffs bring this count in the alternative to any remedies at law Plaintiffs and the Class may be entitled.
- 105. Defendants practices described above resulted in Plaintiffs and the Class being subjected to non-existent membership benefits, resulting in Defendants confiscating Plaintiffs and Class' money and proving nothing in return.
  - 106. The monies paid by Plaintiffs and the Class to Defendants conferred substantial

benefits upon Defendants.

- 107. Defendants knew of the benefits conferred upon it by Plaintiffs and the Class.
- 108. Defendants appreciated the benefits conferred upon it by Plaintiffs and the Class.
- 109. Defendants accepted the benefits conferred upon it by Plaintiffs and the Class.
- 110. Defendants retained the benefits conferred upon it by Plaintiffs and the Class.
- 111. By reason thereof, Defendants were unjustly enriched.
- 112. Plaintiffs and the Class sustained actual damages, as described above.

WHEREFORE, Plaintiffs demand judgment for damages against Defendants, including all costs associated with prosecuting this matter, prejudgment interest, and attorney's fees if so warranted, and such further relief as this Court deems just and proper.

#### COUNT FOUR:

### BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALDING

- 113. Plaintiffs re-allege and incorporate by reference the allegations set forth in the preceding paragraphs numbered 1 through 80 of this Complaint as if fully set forth herein verbatim.
- 114. The membership agreements between Plaintiffs and the Class and Defendants constitutes a written contract.
- 115. The membership agreement/contract contains as a matter of law an implied covenant of good faith and fair dealing to deal honestly.
- 116. Plaintiffs and the Class paid Defendants money for membership benefits that were not provided, and for which Defendants' charged and attempted charge additional fees over and above the contracted for provide,
- 117. In the alternative to Plaintiffs' other pleaded causes of actions, the contract is ambiguous about the membership benefits to be provided and Plaintiffs and the Class' ability to utilize those benefits.

- 118. Defendants, through a conscious and deliberate effort, failed to perform their contractual duties by wrongfully construing its contract to improperly impose additional fees/dues, and to not provide the contracted for exclusive membership benefits. This unfairly frustrates the contract purpose and disappointed Plaintiffs and the Class' expectations.
- 119. Defendants instituted its scheme as a method to compel timely payment, penalize non-payment, and as a means to unjustly increase revenue without having to provide contracted for services.
- a "take it that day or leave it contract," thus constituting in a contract of adhesion, with no opportunity for bargaining, presented while Plaintiffs and Class members are in a compromised state; (2) Defendants have a systematic practice of not providing the advertised member benefits; and (3) they are against the public policy of the State of Florida and every other State of the United States, as they lack mutuality, are completely one-sided in favor of Defendants and shock the conscience.
  - 121. Defendants' breach deprives Plaintiffs and the Class of the contracts benefits.
- 122. No additional conditions besides payment of membership charges are contractually required of Plaintiffs and the Class for Defendants to perform the contracted services for Plaintiffs and the Class.
- 123. Defendants interfere with and frustrate Plaintiffs and the Class' ability to use or obtain any benefit from their Vacation Club Membership.
- 124. As a direct and proximate result of Defendants' breaches of the implied covenant of good faith and fair dealing, Plaintiffs and each member of the Class have sustained losses, costs, damages and substantial expenses in an amount to be proved at the trial of this matter.

WHEREFORE, Plaintiffs demand judgment for damages against Defendants, including all costs associated with prosecuting this matter, prejudgment interest, and attorney's fees if so warranted, and such further relief as this Court deems just and proper.

## COUNT FIVE: FRAUD

- 125. The Plaintiffs herein re-allege and re-aver each and every allegation contained within paragraphs 1 through 80 of the Complaint herein, as though same were more fully set forth herein, and further allege:
- 126. Defendants, by and through its agents, made a false statements of material fact concerning the nature of the membership benefits, or lack thereof, to be provided, both at the time of contract formation, before contract formation, and subsequent to contract formation.
- 127. Based upon information and belief, the statements made by Defendants were known to be false at the time they were was made. Defendants took advantage of the fact that Plaintiffs did not know the truth, as Plaintiffs trusted Defendants to act in good faith in conducting its business.
- 128. Defendants made the false statement for the purpose of inducing the Plaintiffs and the Class to act in reliance thereon, and Plaintiffs and the Class acted in reliance thereon by signing the Agreement in light of Defendants' fraudulent statements.
- 129. Defendants' fraudulent statements is the legal and proximate cause of the loss, injury, and damage to Plaintiffs.
  - 130. Plaintiffs have suffered damages in the form of monetary losses and inconvenience.

WHEREFORE, Plaintiffs demand judgment for damages against Defendants, including all costs associated with prosecuting this matter, prejudgment interest, and attorney's fees if so warranted, and such further relief as this Court deems just and proper.

### COUNT SIX: FRAUD IN THE INDUCEMENT

- 131. The Plaintiffs herein re-allege and re-aver each and every allegation contained within paragraphs 1 through 80 of the Complaint herein, as though same were more fully set forth herein, and further allege:
- 132. Defendants, by and through its agent, made false misrepresentations of a material fact concerning the nature of the membership benefits, or lack thereof, to be provided, both at the time of contract formation, before contract formation, and subsequent to contract formation.
- 133. The misrepresentations made by Defendants was known or should have been known to be false at the time it was made. Defendants took advantage of the fact that Plaintiffs and the Class did not know the truth, as they trusted Defendants to act in good faith in conducting its business.
- 134. Defendants intended for the representations to induce the Plaintiffs and the Class to act in reliance thereon, and Plaintiffs and the Class acted in reliance thereon by signing the Agreement and paying their membership dues/fees in light of Defendants' fraudulent statement.
- 135. Plaintiffs justifiably and detrimentally relied on the misrepresentation made by the Defendants.
- 136. Defendants' misrepresentation of material fact is the legal and proximate cause of the loss, injury, and damage to Plaintiffs and the Class.
  - 137. Plaintiffs have suffered damages, as described above.

WHEREFORE, Plaintiffs demand judgment for damages against Defendants, including all costs associated with prosecuting this matter, prejudgment interest, and attorney's fees if so warranted, and such further relief as this Court deems just and proper.

# COUNT SEVEN: RESCISSION

- 138. Plaintiffs re-allege and incorporates by reference the allegations set forth in the preceding paragraphs numbered 1 through 80 of this Complaint as if fully set forth herein verbatim.
- 139. There are six elements to be considered for contract rescission: (1) the character or relationship of the parties; (2) the making of the contract; (3) the existence of fraud, mutual mistake, false representations, impossibility of performance, or other ground for rescission or cancellation; (4) that the party seeking rescission has rescinded the contract and notified the other party to the contract of such rescission; (5) if the moving party has received benefits from the contract, he should further allege an offer to restore these benefits to the party furnishing them, if restoration is possible; and (6) that the moving party has no adequate remedy at law. Billian v. Mobil Com., 710 So. 2d 984, 991 (Fla. 4th DCA 1998).
- 140. All necessary elements to allow Plaintiffs and the Class to rescind the contract have been met.
- 141. Plaintiffs and Class members entered into a membership agreement with Defendants, creating a contract between the consenting parties.
- 142. Defendants are guilty of fraud, fraud in the inducement, false representations, and/or negligent misrepresentation. Additionally, because the Defendants do not offer a club with the benefits as advertised, it is impossible for Defendants to perform their end of the contract. Moreover, Defendants' violation of FDUTPA is unlawful, thus serving as an additional ground for rescission or cancellation of the contract.
- 143. Defendants, by and through their agents, made false statements and omissions of material fact concerning the membership benefits. Defendants intentionally or negligently made these statements to induce Plaintiffs and Class members to become members of the club and pay

membership dues. Plaintiffs justifiably relied on Defendants' representations to her detriment. Upon learning that the Vacation Club does not provide the member benefits as advertised, Plaintiffs notified Defendants of their intent to cancel and otherwise rescind the Agreement by not paying the most recent renewal dues, by expressing their dissatisfaction to Defendants' representatives, and by bringing this action. Based upon investigation of counsel, other Class members have notified Defendants' of their intent to cancel the membership as well. However, Defendants refuse to return Plaintiffs' and the Classes money in exchange for longer being members of the club. Defendants' "bait and switch" tactics are clear grounds justifying rescission or cancellation of the contract.

- 144. Plaintiffs will restore Defendants with any value received by Plaintiffs from Defendants once the contract is rescinded. Plaintiffs dispute the validity and enforceability of the contract, and allege that enforcement of the contract would be unconscionable. Because Defendants are yet to return all of Plaintiffs and the Classes money, Defendants have prevented Plaintiffs from restoring Defendants to the position they were in prior to filing this action.
- 145. Plaintiffs have no adequate remedy at law (in the alternative to the legal causes of action alleged above), because the contract prevents Plaintiffs from terminating the contract despite the fact that Defendants club does not, and cannot, provide the membership benefits as advertised. Plaintiffs should not be required to continuing paying for a service that is not what Defendants represented it to be.
- 146. Defendants' statements and omissions are the legal and proximate cause of the loss, injury, and damage to Plaintiffs and the Class. Plaintiffs and the Class have suffered damages, as set forth above.

WHEREFORE, Plaintiffs demand judgment for damages against Defendants, including all

costs associated with prosecuting this matter, prejudgment interest, and attorney's fees if so warranted, and such further relief as this Court deems just and proper.

# COUNT EIGHT: NEGLIGENT MISREPRESENTATION

- 147. The Plaintiffs herein re-allege and re-aver each and every allegation contained within paragraphs 1 through 80 of the Complaint herein, as though same were more fully set forth herein, and further alleges:
- 148. Defendants, by and through their agents, made a false misrepresentation of a material fact concerning the nature of the membership benefits, or lack thereof, to be provided, both at the time of contract formation, before contract formation, and subsequent to contract formation.
- 149. The misrepresentations made by Defendants were known or should have been known to be false at the time they were made, or Defendants made the misrepresentation without knowledge of its truth or falsity. Defendants took advantage of the fact that Plaintiffs did not know the truth, as they trusted Defendants to act in good faith in conducting its business.
- 150. Defendants intended for the representation to induce the Plaintiffs to act in reliance thereon, and Plaintiffs acted in reliance thereon by signing the Agreement and paying sums of money in light of Defendants' fraudulent statement.
- 151. Plaintiffs justifiably and detrimentally relied on the misrepresentation made by the Defendants.
- 152. Defendants' misrepresentation of material fact is the legal and proximate cause of the loss, injury, and damage to Plaintiffs.
  - 153. Plaintiffs have suffered damages, as described above.

WHEREFORE, Plaintiffs demand judgment for damages against Defendants, including all

costs associated with prosecuting this matter, prejudgment interest, and attorney's fees if so warranted, and such further relief as this Court deems just and proper.

### XI. PRAYER FOR RELIEF

Wherefore, Plaintiffs and the Class respectfully request that the Court:

- A. Certify this action as a class action pursuant to Fla. R. Civ. P. 1.220 and designate Plaintiffs as the representatives of the Class, and designating her counsel as counsel for the Class;
- B. Declaratory relief finding Defendants to be in violation of FDUTPA and determine the damages sustained by Plaintiffs and the Class as a result of Defendants' violations of the FDUTPA, F.S. Ch. 501, Part II, and common law, and award any actual damages proved or statutory damages in the maximum amount permitted by law per class member, and direct that Defendants either (a) refund all sums paid by Plaintiffs and the Class during the Class Period, or (b) disgorge all profits which Defendants made on account of any such scheme during the Class Period;
  - C. Awarding equitable monetary relief, including restitution;
- D. Awarding equitable relief in the form an injunction to prevent Defendants from engaging in all acts found to be in violation of FDUTPA;
- E. Award Plaintiffs and the Class their costs and disbursements of this suit, including, without limitation, reasonable attorneys' fees, expenses and costs;
  - F. Award pre-judgment and post-judgment interest as provided by law; and
- G. Grant Plaintiffs and the Class such other and further relief as the Court may deem just and proper.

### JURY TRIAL DEMAND

Plaintiffs demand a trial by jury on all claims so triable.

DATED: July 30, 2015

## Respectfully Submitted,

/s/ Joshua H. Eggnatz

Joshua H. Eggnatz, Esq. Fla. Bar. No.: 0067926 Michael J. Pascucci, Esq. Fla. Bar. No.: 83397

EGGNATZ, LOPATIN & PASCUCCI, LLP 5400 S. University Drive, Ste. 413

Davie, FL 33328
Tel: (954) 889-3359
Fax: (954) 889-5913

JEggnatz@ELPLawyers.com MPascucci@ELPLawyers.com

Trial Counsel for Plaintiffs and the Proposed Class

# EXHIBIT A /s/Joshua H. Eggnatz



# GRAND GETAWAYS VACATION CLUB

7560 Commerce Ct. Sarasota, FL 34243
Telephone: (888) 269-0182 Fax: (941) 552-1995
E-Mail: service@gograndgetaways.com

Date: 8/1/2011	Membership	Number: <u>69965</u>	Membershi	p Type: <u>PLATINUM</u>	<del></del>
			ase agreement Ser information	N.	
Name MICHAELM	CAMINERO				
Name ANA ROMA	SANTOS				
Address					
City: CONCORD		State: <u>CA</u>	Zip: <u>94521</u>	Country: US	
Home Phone:			Cell Phon	e:	
Work Phone:			Fax:		
Email:					
PRICE AND TERM	S				
Purchase Price:	\$7,295,00	······································			
Processing Cost:	\$795.00				
Annual Dues:	\$0.00				
Initial Deposit:	28,090.00				

THIS AGREEMENT is made and entered into by and between Grand Getaway Travel Services - Orlando, Distributor (hereinafter the "SELLER") and the undersigned Member(s) ("Member") of a Vacation Travel Club Membership, WITNESSETH:

Member hereby agrees to purchase and Seller hereby agrees to sell to Member, subject to all the conditions set forth herein, a Grand Getaways Vacation Club and Coast to Coast Membership together with all rights, privileges and benefits associated therewith ("Membership").

The purchase price for said Membership is agreed to be the sum of \_\_\$8,090,00\_ as set forth above; and Member agrees to pay said purchase price to Seller on the terms and conditions set forth herein. Member agrees to pay the full purchase price stated above regardless of the method of payment chosen for the Initial Deposit. In the event the method of payment chosen above should fail or later be disputed, Member understands that such will not affect the binding nature of this contract and agrees to make payment of the total purchase price by mother method and, if Seller is required to initiate collection proceeding shall be obligated to pay all costs and collection fees, including, but not limited to, attorneys' fees through and including any appeals, in the maximum amount permitted by law.

In addition to the purchase price of the membership, Member agrees to pay annual membership dues in the amount of \$199.00. Grand Getaways Travel Club Membership is valid for one (1) year from the date shown above and must be renewed annually.

This Membership constitutes a contractual license for Member to use the benefits and privileges provided by Grand Getsways Vacation Club and Coast-to-Coast as set forth in a separate document entitled ACKNOWLEDGMENT OF HENEFITS AND SERVICES. This instrument and other documents executed of even date herewith contains all of the agreements, understandings, representations, conditions, warranties and covenants between the parties and accurately sets forth their respective rights, dues and obligations to each other. Unless set forth herein, all prior agreements, negotiations, or representations concerning its subject matter not expressly set forth herein are of no effect. Any additions, modifications or alterations of these documents shall be in writing and signed by both parties. Should any term be invalid or unenforceable, the remaining terms shall be unaffected. The Member, Participant or qualified prospect understands that the sale is final.

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Page 1 of 8
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BENEFITS. SERVICES. RULES & REGULATIONS: Member has read and understands the Benefits and Services that Member is entitled to receive with Membership in the Grand Getaways Vacation Club ("Club") as set forth in a separate document. Member has also read and understands the Club Rules and Regulations set forth in a separate document and agrees to abide by them. By signing this Purchase Agreement, Member acknowledges and agrees that the Rules and Regulations of the Club are hereby incorporated by reference into this Agreement. Member further acknowledges that Member will abide by all other Club terms and conditions of use, including any and all documentation provided by Seller to Member.

## CONSUMERS' RIGHT TO CANCEL

Assuming Member has not accessed any travel benefits and has returned to the travel club all materials delivered to Member at closing, Member has the right to rescind this transaction for a period of three days after the date of this agreement. To exercise the right of rescission, Member must deliver to the travel club Seller either in person or by first-class mail postmarked within the three-day period, to Grand Getaways Travel Services-Orlando, 5001 Calypso Cay Way, Kissimmee, FL 34746, a written statement of Member's desire to rescind this transaction, and returning all materials that were provided and given to Member at the time of the purchase of Member's travel club membership.

### Additional provisions:

- -If written cancellation is not sent/delivered within the cancellation period and received by GT Marketing Group, USA Company as indicated above, your cancellation of this purchase will be denied.
- -Always keep a photo copy of the cancellation notice along with proof the date of delivery.
- -Prior to the refund of any monies, Member must return to the Seller, in the same condition as received, all program materials that were provided to Member at the time of purchase of the membership, and Member must sign a general release of the Seller and GT Marketing Group, USA. A refund of Member's monies (in the same manner in which it was received), less a \$395 cancellation restocking fee. will be made within fifteen (15) business days after received of these items. In the event Member returns any program materials in less than the condition in which they were received, the cost of replacement for all or a partien of the materials will be deducted from the refund, as determined by Seiler, up to a maximum of \$350.00 deducted for full replacement.

Distributor's initials

MIL ARS
Buyer's initials

ESCROW INSTRUCTION: This document shall constitute an instruction by the undersigned to GT Marketing Group, USA to act as Escrow Holder for the monies deposited hereunder to purchase the Membership represented herein. GT Marketing Group, USA is to hold Member's finds in its escrow trust account (without interest) until such time as it (1) receives Member's signed receipt for ownership of the Membership purchased herein and (2) expiration of any Right to Cancel period stated in the Purchase Agreement without receipt of a valid signed Notice to Cancel from Member at which time GT Marketing Group, USA shall disburse Member's purchase funds to Seller and others, by Seller's authorization, if any. Upon dishursement of all escrowed funds, this escrow shall be deemed closed and GT Marketing Group, USA duties as Escrow Holder shall be completed. GT Marketing Group, USA duties as Escrow Holder shall be to receive and disburse Member's funds solely in accordance with these instructions as determined by statute and customary practice in the State of Florich, United States of America. Escrow Holder shall have no duty or responsibility as to the merchantability of the Membership purchased hereunder

Executed this: 1 day of	August , 2011	•				
Member Name: MICHAEL M. CA	AMINERO	Signature:	Millan	UM.C	anunu	
Co-Member Name: ANA ROMA S	ANTOS	Signature:	ana U	2 ona	2 outs	
GRAND GETAWAYS	Distributor: Authoriz	ed Signature:	(Au) Ami	mble See Of	g Budler	



# GRAND GETAWAYS 7560 Commerce O. Serreson, FI 34243

Telephone: (888) 269-0182 • Fax: (941) 552-1995 • E-Mail: service@gograndgetaways.com

## ACKNOWLEDGEMENT OF BENEFITS AND SERVICES

Date, WITHIT RESIDER NAME: MICHAEL M. CAMINMEN	pership Number: 69965	Typ@LATINUM
1 4 18 A 18 million and a March with the same of the		

LETyve/We've purchased a Membership in the Grand Getaways Vacation Club (Club). I purchased my Membership from Grand Getaways Travel Services -Orlando, an approved Distributor for the Club, and whose signature appears below on behalf of the Distributor.

APSIWe understand that Membership in the Club is for vacation and travel only and does not involve a real estate transaction. I acknowledge that no representation has been made as to investment or resale value and the membership benefits are for my personal use and enjoyment, and that of my immediate family.

LARS I/We understand that this Membership was offered to me through an approved Distributor for the Chub. All financial dealings and other transactions with the Distributor including, but not limited to, psyment of the purchase price of a membership in the Chub, except for the annual membership dues, are the sole responsibility of the Distributor and not the responsibility of the Chub and or Coast to Coast.

ARS/We understand that my enrollment in the Club will be effective for 12 months from the date above at which time my membership will need to be renewed, as stated above.

METU A 25 We understand and agree that Grand Getaways Vacation Club is a product of Coast to Coast and not a company or entity.

Terms and Conditions related to the Club packages that bear the name Grand Getaways and carry the official Seller of Travel Number 36512, and do not provide the actual airline, cruise line or other specific travel or accommodation services offered through various Club components that do not carry the Grand Getaways official Seller of Travel Number 36512. The providers of these services reserve the right to make changes in these programs at any time without notice.

Grand Getaways and carry the official Seller of Travel Number 36512 are the sole responsibility of Club and Coast to Coast and not the responsibility of the Distributor.

ARS/We understand that the fulfillment of Terms and Conditions related to the actual airline, cruise line or other specific travel or accommodation services offered through various Club components that do not carry the Grand Getaways official Seller of Travel Number 36512 are the sole responsibility of the providers of those services and are not the responsibility of the Distributor.

16 AR We understand I must provide an e-mail address to receive the Club's limited-time, special promotions and to maximize the value of my membership with my ability to view on-line availability for travel discounts.

ACS/We understand that to receive my user name and password, Grand Gataways Travel Services must submit my Purchase Agreement with the applicable Annual Membership Dues of \$199.00, before I can access the Internet reservation system; and further, a signed copy of this acknowledgment must be received in order to complete the enrollment process and/or to secure reservations.

12 ARS evised accommodations discounts and reservation procedures are specified in the "Travel Tools" section of your membership Field Guide.

13 ARS/We understand that the pricing is available on a best efforts search basis and is not guaranteed until you have

completed a purchase of the inventory. I understand that by having flexible travel plans and an ability to travel last minute and during lower demand seasons, I have a better chance of receiving the best rates, accommodations and confirmed reservations that I desire. All reservations are made on a space available, first-booked, first-served basis, and I acknowledge that I was given no guarantee of availability for any accommodation or product.

14/17 | ACThe Terms and Conditions of the Club membership, including, but not limited to, fees, benefits, and priorities and procedures for requesting reservations, may be changed from time to time by the Club. Club Members will be notified of any such changes. The Club is not responsible for any verbal offers or any changes not in writing from its authorized officers.

15/11/1 ARThe Purchase Agreement and Acknowledgement of Benefits and Services contains all of the terms and conditions for Membership. Sales persons are not authorized to make verbal offers that represent modification, alterations, or additions to such documents, and I shall not rely on any such oral representation.

16/15 Me have received a signed copy of my Purchase Agreement and my Acknowledgment of Benefits and Services. I understand that the number to call for the Club Member Services, Travel Hotline, Hotel Reservations, All Inclusive Reservations and Air is: 1-888-269-0182; RV & Motorcycle Discounts is: 1-800-327-7799; and the Reservation Fax Number is: 1-941-552-1995. Hours are 9 a.m. to 5 p.m. EST Monday through Friday.

17/// ALSIWe understand that the web site www.gograndgetaways.com displays a great amount of vacation offers and discounts, nevertheless it only reflects about 30% of the benefits and inventory that The Club has to offer. I understand that to be able to receive 100% of the Club benefits I will have to call to the toll-free reservations number.

18/11/1 ARS/We understand the term BUYER'S REMORSE.

19 MIC | ARX I/We agree that I am joining The Club by my own will and am signing this agreement without the influence of alcoholic beverages or sales pressure.

20 Mg Ve agree and acknowledge that this Membership Purchase does not constitute any financial burden to my budget.

21411 ARG/We understand and acknowledge that all my questions regarding the use of the Club Membership Program have been answered to my entire satisfaction.

22/11/1 ARS/We understand and acknowledge that The Club will only recognize as valid the documents signed by the Quality Assurance Manager or the Sales Director.

23/IC And/We understand that Grand Getaways Travel Services does not manage any resale/rentals of Timeshare Properties or Vacation Clubs and is not responsible or endorse any third party for such transactions.

The undersigned by their signatures affixed hereto, affirm that they have read and understand the foregoing ACKNOWLEDGEMENT of BENEFITS and SERVICES, and the rights and obligations created under the Grand Getaways Vacation Club.

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

## Visit us at:

Coast to Coast Grand Getaways Chib: Member Site:	
Signatures: Millaul M. Capanisa Michael M. Caminero	Date: 8/1/2011
Signatures: Qua Roma Routs ANA ROMA SANTOS	Date: 8/1/2011
APPROVED BY: (Mindle)  Ambel Chandlel	-



# Acknowledgement of Understanding

Date: #//2011 Member Name: MICHAEL M. CAMINEMembership Number: 69965 Type: PLATINUM
Resort Weeks
Sunderstand that I have access to Premium accumunodations at 5,500 resorts in 95 countries
ART understand that I have access to A weeks per year.
Act understand that I have to plan my resort weeks from 24 hours to 12 months in advance.
Apr agree and understand that the cost of the weeks will depend of the quality of the Resort, Unit Size, Destination and Season selected and that the weeks will range from \$249 to \$899.
April Apply understand that depending on the time of year, or special event, there may be a nominal surcharge on the resort stay.
my the property of the state of
Hot Weeks
###   AR understand that I have access to Unlim weeks of this inventory.  #### AR understand that hot weeks must be planned 24 hours to 60 days in advance.
Apple 1 Applementand that the average cost exclusively to members is 5199-5499 for the entire week.
WALL. TO THE
Vacation Packages
ART understand that Coast to Coast can customize a package to accommodate our family, friends, or business associates.
ARYunderstand that some packages are All-Inclusive resure stays at discounted rates.  ARY understand that many of these savings are received via monthly E-blasts.
and the same of th
Cruises
MEG understand that substantial savings may be obtained on destinations around the world, with all major cruise lines.
THE ARE understand that many of these savings are viewed on our website or a mentily E-blast
Price Match Guarantee
ME LOC understand that the Price Match Guarantee is exclusive to Coast to Coast members.
AHE DER understand that if a better price is quoted than what Coast to Coast has quited, the price will be matched, or heaten
provided the source is credible and comborated.
MELIARS understand that a Price Match Certificate is awarded to new membership with Coast us Coast.
Family Plan
THE   Agrunderstand that up to 10 members of my Amily can be listed under the Family Plan, and can be updated at any
time.
HHE! All understand that family members receive the same treatment as the main account holders with the ciub.  All understand that my membership is a lifetime membership and that it is willable, sellable, and transferrable
THE CES WINDOWS AND MICHIGAN WITH IN A MICHIGAN WITH THE WINDOWS, SCHOOLE, STUDIE, STUDIES, S
Travel Services & Discounts
MIC   All understand that I will save up to 50% on thousands of resorts and hotels worldwide.
ARS understand that there are discounts with the major rental car companies.
Availability
INC! All subjunderstand that all accommodations, weeks, hotels, resorts, cruises, packages, car rentals, etc. are on a first-booked, first-served basis subject to availability at the time of booking.
MIL! ARBacknowledge that I have received no guarantee of availability for any product.
The member(s) understand and acknowledge how the Coast to Coast program works. It is understood that each component of
the program works independently of one another and all questions related to the components of this program have been explained.
Mail Paris
Member (1) Signature: MARCH FFI MARCHAEL M. CAMINERO
Manual Cina Vina Vina NA DOMA CANTOR
Member (2) Signature: Name: ANA ROMA SANTOS
Representative: Date: 8/1/2011
Ringhand A has add P Page 5 of 8
MINUSE OF RUISING



7500 Commerce Ct. Sarasota, Fl 34243
Telephone: (888) 269-0182 Pax: (941) 552-1995
E-Mail: nervice@rogmndgetawaya.com

## RECEIPT FOR DELIVERY OF MEMBERSHIP

The undersigned, ("Purchaser"), by execution below, hereby acknowledges receipt of Membership Number: 69965 in the Grand Getaways Vacation Club, together with receipt of a package containing the Distributor Purchase Agreement, Grand Getaways Vacation Club Enrollment Agreement, Acknowledgment of Benefits and Services, and Membership Kit Documents, all in connection with the ownership, activation and use of my Membership ("Membership Documents").

I understand that a Membership entitles me to use of the benefits and services of the Grand Getaways Vacation Club by and through its internet website at <a href="https://www.gograndgetaways.com">www.gograndgetaways.com</a> and toll-free reservation call centers at 1-888-269-0182. I hereby acknowledge that by receiving a Membership Number and Membership Documents I have received ownership of my Club Membership

By my signature below, I hereby further acknowledge that, upon expiration of the rescission period set forth in my Purchase Agreement evidencing my purchase of the Membership, Grand Getaway Travel Services Company, acting as Escrow Holder of my purchase monies, is hereby authorized and instructed to disburse such monies to the Distributor identified in my Purchase Agreement.

Signature: MICARI M. CASHRUL Date: 8/1/2011

Ci. Dan Sait

ignature: \_\_\_\_\_\_ Date: 8/1/2011



# **AGREEMENT SUMMARY**

I MICHAEL M. CAMINERO	member number 69965 have signed a
Agreement totaling(digits) /	(text) pages. The entire list of contents appears below.
My Agreement Includes: Purchase Agreement – 2 pages Acknowledgment of Benefits – 2 pages Acknowledgment of Understanding – 1 pages Receipt for Delivery of Membership – 1 pages Activation and Renewal Agreement – 1 pages Agreement Summary – 1 page Other Documents (List below): page(	e ge e
Mulas M. Caminero  Member Michael M. Caminero	8/1/2011 Date
Co-Buyer ANA ROMA SANTOS	8/1/2011 Date



# **Contract Numbers Out of Sequence**

Date: 08/01/2011

Contract # 69965

This letter is to inform you that Grand Getaways is very aware of the computer error with the numbering of the contract that you signed 8/1/2011. We are working to have this fixed as soon as possible by the corporate department showing that the pages should be 1-7 and not 1-8. There are no other documents missing that you will be held accountable for.

MICHAEL M. CAMINERO

ANA ROMA SANTOS

GRAND GETAWAYS REPRESENTATIVE
AMBEL CHANGUL

# Credit Card Authorization Data Sheet

# **Bank Chase**

# **Currency Dollars**

Status	Approved
Invoice Number Merchant ID Name Member Account Number	7808156 GGT Orlando DP 0-0-0
Card Number	
Card Expiration Date Transaction Amount Card Holder Card Holder Address Card Holder Zip Reference Address Verified Zip Verified User Name	
Date	

Michael M. Caminelo



# **ACTIVATION AND RENEWAL AGREEMENT**

Date: 8/1/20.	
Membership Numb	er: 69965 Membership Type: 4
Maximum No. of A	nnual Vacation Weeks/Seven-Dzy Vacation Periods:
Name: MICHAEL	M. CAMINERO
Name ANA ROM	A SANTOS
Address	
CONCORD	CA 94521 US
Home Phone:	Work Phone:
Cell Phone: _	Fax:
Email:	M = M
and understand the l Membership is valie and annual renewal OPTIONI:	aftis I am entitled to receive with my Membership to the Grand Getaways Vacation Club, I have also read Rules & Regulations of the Grand Getaways Vacation Club and agree to abide by them. My I for one year from the date shown above and must be renewed annually. I wish to pay for my first year dues tues as follows:  arge my credit card for my initial annual \$199.00 dues. Additional yearly renewals at \$199.00 may be billed to my Getaways Vacation Club. This charge on my credit card will appear as Grand Getaways Vacation Club.
Please circle one:	MICHAEL M. CAMINERO
Account Number:	*Security Code: Expiration Date:
"MCVISA/DISCO	FR - found to the right of acct. # on magnetic strip AMEX - found on front of card above magnetic strip)
Signature:	chail M. Camerage Date: 8-1-11
OPTION II:	
Bill meanwally	:
and DO NOT pre-	who select the Annual Billing Option II (see Grand Getaways Vacation Club Rules and Regulations) authorize automatic payment of their subsequent years annual dues, the amount of annual year of participation are currently \$219.00.
Signature:	Date:



## **Contract Benefits Agreement**

Date: 08/01/2011

Contract #69965

This Agreement is made and entered into the day and date set forth below by and between Grand Getaways Travel Services authorized to transact business in the State of Florida.

WHEREAS, In the event the purchaser cancels the Contract during the three day cancellation period, Grand Getaways Travel Services will refund to the purchaser the net amount of all payments made by the purchaser under the Contract, reduced by the proportion of any contract benefits the Purchaser has actually received under the Contract, if any, prior to the effective date of cancellation: and

WHERAS, the parties want to define the contract benefits that the Purchaser has actually received under the Contract in connection with the execution of the Contract.

NOW THEREFORE, in consideration of the terms and conditions set forth herein and in the Contract and other good and valuable consideration, the receipt of which is hereby acknowledged, and the parties agree as follows:

- The Purchaser has received 2 BEDROOM CONDO FOR 3 NIGHTS from the Developer, in connection with the execution of the Contract for the purchase of joining Grand Getaways.
- 2. That the value of the Contract Benefit is \$750.00.
- 3. The Purchaser authorizes Grand Getaways to deduct the value of the Contract Benefit from the net amount of all payments made by Purchaser under the Contract in the event that Purchaser timely cancels the Contract and is entitled to receive a refund.

IN WITNESS WHEREOF, The parties set forth their hand and seals on the date set forth below.

PURCHASER(S)

MICHAEL M. CAMINERO

Ina Roma Jant

ANA ROMA SANTOS

08/01/2011

RAND GETAWAYS REPRESENTATIVE

Ambre Chandles

10/105/	and.	
DATE: 08/157/2011	OETAWAY TACATIONS	CONTRACT NUMBER: 19965
MEMBERSHIP APPLICAT	ION	
NAME 1: Michael	M. Camin	uro
	M. Camin Zoma Santos	
ADDRESS:		
CITY: Concord st	ATE: CA ZIP CODE:	94521 COUNTRY: UC
EMAIL:	EMAIL:	
HM PHONE:		
	K PHONE:	
MOBILE:	OTHER:	
		<i>II</i>
Special Instructions:	VIP PURCHASE PRICE	#7.29s
	D.P.% <u>//// %</u>	11 70-
# of Weeks: 4 Weeks	CLOSING COSTS:	# 795
# of Weeks: 7 WIKS	TOTAL INITIAL DEPOSIT:	
UMITED TO G	FINANCED BALANCE: MONTHLY PAYMENT:	
	FOR:	MONTHS
	INTEREST  AMOUNT RECEIVED TODAY:	RATE: #QOQO
	ANGENT REGELVES (ODA).	9070
	(1)PAYMENT DATE:	AMOUNT:
	(2)PAYMENT DATE:	AMOUNT:
	(3)PAYMENT DATE:	AMOUNT:
ANNUAL DUES:	FIRST YEAR USAG	
Comments: Jage Huse	1 par. 01/02/0	(3 / PAUGIST (2 PAIGNAS)
ali.l.		a. Rone & t
PURCHASER'S APPROVAL	CARLES PURCHASER'S APPRI	Goldon (MA) MO
SALES REPRESENTATIVE (US#110)	O. 7	CEIGITE HATIIIS
FINANCIAL MANAGER	VERIFICATION OFFICE	ER HAMOUST REQUIRE
·	MANAGERS APPROV	VAL BULLE

# EXHIBIT B

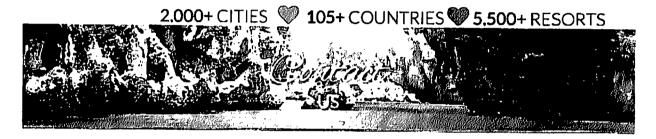
ESPAÑOL | MEMBER LOGIN 🔞



**EXPLORE** the club

**DESTINATIONS**overview

Home / Contact Us



# Contact Us

Coast to Coast Grand Getaways Travel Club

6 1 0 0 3 +

Questions? Feedback? We welcome your comments! For answers to some common questions, please see our <u>Frequently Asked Questions</u>.

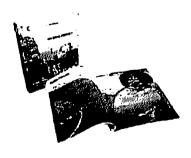
Please complete this form and provide details specific to your question. One of our team members will contact you as soon as possible.

\* required

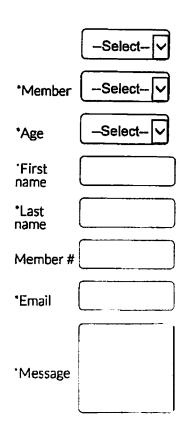
\*Subject

# FREE Embersi

# MEMBERSHIP INFORMATIO KIT



Get your FREE Membership Kit



Send Message

# Mailing Address:

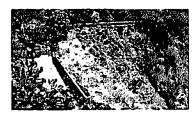
Coast to Coast Grand Getaways 7560 Commerce Ct. Sarasota, FL 34243



# [SPECIAL] GREEK PEAKS MOUNTAIN RESORT

Cortland, New York

From the pristine lakes, gorgeous waterfalls, and magnificent parks to the unique shopping opportunities, the Finger Lakes region has something for everyone to enjoy in all four seasons of the year.



# [SPECIAL] BRISBANE COASTAL EXPLORER TOUR

Queensland, Australia

Ahoy mate! The Coastal Explorer is your ticket to natural Australian beauty. Begin in the bustling city of Brisbane, cut through the Outback to the coast, relax

on sun-kissed Hamilton Island, cruise to the Great Barrier Reef, and explore the rainforest and aboriginal culture.

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Vacation Specials	7560 Commerce Court	Last	Twitter
Member Benefits	Sarasota, FL 34243	name	Pinterest
Membership Advantages	877.718.1400	Email	Blog
Getting Started		•	2108
How It Works		Sign Up	Google +
Member Reviews			LinkedIn
FAQs			
Contact Us			YouTube

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Home / Member Benefits



Membership Benefits
Coast to Coast Grand Getaways Travel Club

FREE MEMBERSHIP INFORMATION KIT

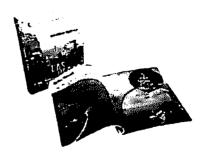
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Benefits Advantages

Is this right for me?

Using your Membership Benefits with Coast to Coast Grand Getaways

Once you join Coast to Coast Grand Getaways, be sure to take full advantage of all



Get your FREE Membership Kit

your club benefits. Why wouldn't you? Your Coast to Coast Grand Getaways membership gives you freedom to travel when and where you want to go. And you won't find lower rates, guaranteed. So take that vacation of a lifetime. Start planning today!

## Your Basic Benefits Include:





## **RESORT BENEFITS CRUISES**

Up to 50% savings

All types of itineraries availa





## PREMIUM RESORT WIREWARE

8-day stays (\$399 - \$899 Weekb) allable prices at time





# SHORT NOTICE WEHOTEL BENEFITS

8-day stays (\$199 - \$399 Weeldy 30% savings





# ALL-INCLUSIVE VACIATADISPACKAGES

Up to 50% savings

Up to 35% savings



# CAR RENTALS, RAILWAYS, ETC.

Convenient and flexible access

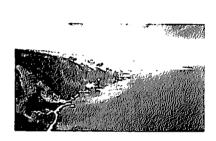
## **Bonus Benefits Include:**



# [SPECIAL] CLUB HEMINGWAY

Dominican Republic, Juan Dolio

The crystalline tropical waters and white sand beaches of the Dominican Republic await!



# [SPECIAL] HAWAIIAN ISLANDS TOUR

Hawailan Islands

Spend almost two weeks exploring these beautiful islands on the land, in the sea and from the air.



# 6 complimentary 3-day/ 2-night hotel stays

in six exciting resort destinations



# **Golf Discounts**

3500 lush green golf courses up to 50% savings



# \$500 GrandAir card

ongoing discounts for air travel with major carriers

# **Exclusive Membership Access:**









3,500+ 20,000+2,500+ 15,000+

LUXURY HOTEL ALL-INCLUSIVE CRUISES RESORTS AFFILIATIONS RESORTS

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Destinations	Getaways	First name	Twitter
Vacation Specials	7560 Commerce Court	Last	]
Member Benefits	Sarasota, FL 34243	name	Pinterest
Membership Advantages	877.718.1400	Email	Blog
Getting Started			1
How It Works			Google+

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Coast to Coast Grand Getaways Travel Club Member Benefits

http://coasttocoastgrandgetaways.com/Member\_Benefits.aspx

Member Reviews LinkedIn

**FAQs** 

YouTube

Contact Us

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CST No. 2099004-50

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Home / Member Benefits



Membership Benefits
Coast to Coast Grand Getaways Travel Club

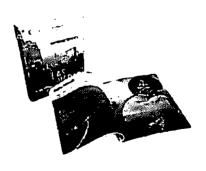
FREE MEMBERSHIP INFORMATION KIT

+1

Benefits Advantages

Is this right for me?

Why join a Vacation Club?



Get your FREE Membership Kit



der Access

We take care of You'll get HEMINGWAY
all the details.
Dominican Republic, Juan Dolio
Your Personal savings on

The vayatelline tropicaleisure,
wateraandwhite sandenture and
beaches of the Dominican
handle your
Republic await!
reservations,
excursions, plus

whether you are access to more



countryside. Choose any type
[SPECIAL] of

HAWAIIAN accommodation.

ISLANDS TOUR a cozy

Hawaiian Islands

studio to a

spacious three-Spend almost two weeks bedroom villa exploring these beautiful islands on the land, in the sea and from the air. comforts of

bome with the

nerks of a living



## **VALUE**

As if all of this weren't enough to keep you traveling in style at a savings, your membership entitles you to additional discounts for Golf, RV rentals and other exciting offers.

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Home	Coast to Coast Grand		Facebook
Destinations	Getaways	First name	Twitter
Vacation Specials	7560 Commerce Court	Last	
Member Benefits	Sarasota, FL 34243	name	Pinterest

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## Case 6:15-cv-01455-PGB-KRS Document 2-1 Filed 09/04/15 Page 24 of 104 PageID 224

Coast to Coast Grand Getaways Travel Club Membership Advantages

http://coasttocoastgrandgetaways.com/Membership\_Advantages.aspx#Tabs

Membership Advantages	877.718.1400		Blog
Getting Started		Email	
How It Works			Google +
Member Reviews			LinkedIn
FAQs			YouTube
Contact Us			100 lube

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Home / How It Works

2,000+ CITIES **105+** COUNTRIES **5,500+** RESORTS



How it works
Coast to Coast Grand Getaways Travel Club

FREE MEMBERSHIP INFORMATION KIT

+1

# Begin to plan a lifetime of extraordinary travel experiences

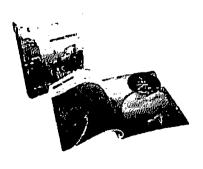






BECOME A

PLAN YOUR BOOK YOUR



Get your FREE Membership Kit

# MEMBER VACATION VACATION

- Select the Coast to Coast Grand Getaways membership package that best suits your family's travel needs.
- Complete your Dream Vacation survey to help us begin planning for your next vacation.
- Complete your welcome call with the Grand Getaways Member Service Agent to gain full access to all benefits and services.

- Use the member's website to review specials, vacation packages, condos, cruise itineraries and much more.
- Once you've decided on your next vacation, call our Member Service Center at 877.718.1400 to speak with your Travel Counselor.
- Family Plan members have access to the same benefits and services you enjoy as a Coast to Coast Grand Getaways member.

- Provide our Grand Getaways Travel Counselor with your travel dates and final destination selection.
- All travel confirmations, e-tickets and other required travel documents will be handled by your dedicated Travel Counselor.
- Enjoy your vacation! Be sure to share a photo with us of the priceless memories you will have.



# [SPECIAL] BOHEMIAN DREAM TOUR

**Eastern Europe** 

The Bohemian Dream vacation is the ideal occasion to explore eastern Europe's most fascinating cities and towns.



# [SPECIAL] HARD ROCK HOTEL

Las Vegas, Nevada

In Las Vegas there is a saying: Whatever happens in Vegas... costs less if you're a Grand Getaways member!

MENU	CONTACT	SIGN UP FOR OUR NEWSLETTER	CONNECT
Home	Coast to Coast Grand		Facebook
Destinations	Getaways	First name	Twitter

## Case 6:15-cv-01455-PGB-KRS Document 2-1 Filed 09/04/15 Page 27 of 104 PageID 227

How Coast to Coast Grand Getaways Travel Club Works

http://coasttocoastgrandgetaways.com/How\_It\_Works.aspx

Vacation Specials	7560 Commerce Court	Last		Pinterest
Member Benefits	Sarasota, FL 34243	name		
Membership Advantages	877.718.1400	Email		Blog
Getting Started				Google+
How It Works			$\{ \frac{1}{2} (1), \dots, \frac{1}{2} \}$	Linkedin
Member Reviews				LUINGUIII
FAQs				YouTube
Contact Us				

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# EXHIBIT C

# All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 1 of 9

West Florida Name Category

ESPAÑOL BUSINESS LOGIN NEWS & EVENTS Class Location Search by: Business Name, URL, Phone, Email Enter a valid location Filter: Businesses | Source: Site Distance: Off BBB Accredited Only

GET TO KNOW US GET INVOLVED GET CONSUMER HELP PROGRAMS & SERVICES FOR BUSINESSES

## **BBB BUSINESS REVIEW**

is this your Business?

CONSUMER COMPLAINTS

THIS BUSINESS IS NOT BBB ACCREDITED

Coast to Coast Grand Getaways LLC

Phone: (800) 594-9435

BBB Business Reviews may not be reproduced for sales or promotional purposes.

**Customer Complaints Summary** 

151 complaints closed with BBB in last 3 years | 33 closed in last 12 months

Complaint Type **Total Closed Complaints** Advertisino / Seies Issues 82 Billing / Collection Issues Delivory Issues Problems with Product / Service 30 Guarantee / Warranty Issues **Total Closed Compleints** 161

Additional Complaint Information

BBB files indicate that this business has a pattern of complaints concoming misrepresentation during the sales presentation and failure to provide promised

On Decomber 3, 2012, BBB contacted Coast to Coast Grand Getaways, LLC., requesting information as to why the business believes the customers are filing the complaints, and what actions the business has taken to help obminate the coases of complaints.

Complaint Breakdown by Resolution

About Complaint Datatis

Complaint Resolution Log (151)

Resolved - The complainant verified the issue was resolved to their sctisfaction. (46 complaints)

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 2 of 9

### 07/17/2015

### Billing / Collection Issues | Read Complaint Datella

Twice I have been efferted "upgrades" that included the promise that I would not have to ever pay memberahly dues again that the company will

not hance I) Johnst the Grand Gataways travel club in 6 May 2011 for \$3999.00 and in December 2012 we were called and offered an upgrade that would not require us to pay any more membership cluss. We accepted the offer but several years later we were contacted and told we owed membership dues and when I told them we no longer had to pay them they said we were wrong. I contacted the company on 2 January 2014 in the stacked letter and provided them the details of the offer, I was contacted by a Mr. Will Comme and told that the offer was not sutherized and that our istics and provided them the distalls of the offer. I was contexted by a Mr. Will C\*\*\*\* and lold that the offer was not authorized and that our membership was not adjoin for not paying dues. He also said that because the employee was not authorized to make the close and that because the employee was not authorized to make the offer and sent the confirmation from a personal account the company had no obligation to honer II. After a headed exchange a a threat to file a complaint for thread he said that he could upgrade our membership to Doubis Diamond Platinum that would not require any membership to Doubis Diamond Platinum that would not require any membership to book to Diamond Platinum that would not require any membership to set of the repulsan that I had previously leaked for confirmation in writing that I would not have to pay any more membership dues and he sent on email that states the membership dues and he sent on email that states the membership of the sent of the state of the third to pay any membership. This was sent from the corporate email state, I was recently contacted by the company sating me to pay membership dues and when I stated I dent have to they again said I did. This is clearly a scan and Just a ruse to got people to against their membership and then not have permisse made heating you will not keep proof of the offers. I strompted to contact Mr C\*\*\*\*— but the only response I got was someone calling to say I oved dues. This company has definance for the free I has taken of \$590.00 in 2010 and \$500.00 in 2012 with false offers of no more dues when they have no intention of honoring that. The original has taken of \$390,00 in 2010 and \$500,00 in 2012 with falso offers of no more dues when they have no intention of homoring that. The original offer was lifetime maintentifip and you paid dues in the years you wanted to use it which is why I was very clear in how they stated the email so they could not claim that my "maintentifip" was good for life but I had to pay dues to use the sorrious. I want the company to honor its twice made commitment to me for full benefits without any dues or refund % 100 of all fees colocted including the initial purchase of the maintentifip.

# Refund all moneys collected including contract and dues.

Bushness Raspense
Coast to Coast Grand Getaways provides a travel club mumbership to our members that offers travel discounts, benefits and travel booking sorvices. The Grand Getaway membership is willable, softable and transferable and provides a lifetime membership to our members. Although the Grand Getaways membership to our members. Although the Grand Getaways membership to cur membership in current active status. Many members tabe advantage of multiplear nursers packages to realize discount on future year renewal payments. Members may be offered travel packages from time to time that allow them to purchase additional vecation offers incentives that may include Companion ciriline tickets, advance orders incentives that may include Companion ciriline tickets, advance orders incentives that may include Companion ciriline tickets, advance orders discounts, complimentary resent stoys to name a few. In addition, members can upgrade to extend the explicition dates on existing travel conflicted that have explicate dates on existing travel conflicted that have explicate the participation of purchase any additional travel pockages or upgrade their current membership status as participation has no impact on their membership status as participation has no impact on their membership status or increase their benefits use and travel offers.

Consumer Response
(The consumer indicated he/she DID NOT eccept the response from the

business.) They did not respond to my comptaint. They offered and "upgrade" to me that was supposed to end the requirement to pay annual dues. This is documented in writing by the company but now they are saying they want annual dues. They did that on two separatio accessions. The first time I comptained directly to the company and they supposedly corrected it by upgrading the memberatup to a different level. They sent this ernal to confirm this.

From: Will Community. @gograndgotawnys.com Sent. Mondsy, Jenuary 20, 2014 4:57 PM 

You no longer have to pay annual dues to receive full benefits on your

I will have enother Amex cord earst out to you

Grand Getaways

They lad to me and now will not honor what they told me in writing.

Final Consumer Response
(The consumer indicated he/she ACCEPTED the response from the This is what we wanted but this should have been done when we

All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 3 of 9

contacted them directly. We hope the company has taken steps to better monitor employees to prevent this from happening in the future.

Final Business Response
Grand Getsways will honor the email that was earn to the customer stating he no longer would have to pay amoud dues. This email was send by an employed that is no longer with the organization due to Irregularities.

The member will might received case in the future for upgrade purposes

aris member will might received case in the future for upgrade purposes only. The eccount will be marked as except of several dues for good. We do sincerely applicate for this inconvenient and consider this motion is resolved and can now be close.

# All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 4 of 9

### 06/26/2016

### Problems with Product / Service | Read Complaint Dateils

8/16 (approx. 4pm)
Roceived a lotter in the mail regarding the membership. I still had not received any login via e-mail, which the lotter also referenced. I also noticed that the datalis in the lotter & accompanying pampitats were not what was explained to me on the phone. Called & spoke to \*\*\* on the phone. \*\*\* stated that he would have the took department send me the phone. \*\*\* stated that he would have the took department send me the phona. \*\*\*\* stated that he would have the tech department send me the login into. I stated that I also had questions about the membership, I proceeded to explain my concerns & \*\*\*\* stated that I understood it of wrong. I then attempted to explain my concerns with the membership since it's not what I had been told. He began to constantly state why the membership was good ignoring my concerns. As I continued to by to explain, he then began to lessy basing over me and stated that I was playing garnes with him. Frustrated almost the conversation was not being not take my call, but that I could be sant to his velocinal. I agreed to leave a massage, Helt a valormal for \*\*\*\* at that point.

6/16 (epprox 10zm) Called \*\*\*\* phone number again since | did not get a return call the day before. Left another voicemail.

6/16 (epprox 2pm)
Colod \*\*\*\* phono number again hoping to reach him before their electing time at Epm. Left another velocimed.
Also called \*\*\*\*\*\* \*\*\*\* (ext. \*\*\*\*\* which she provided during our first phono call) hoping to reach someone to address the issue. Left a velocimal for

## 6/17 (approx 10:25cm)

I cannot get amyone to address my concerns and no one is following through with the agreement to concel.

### Desired Sattlement

Learners sensement
| I am socking a full retund of c2 of my maney for the membership. They
can listen to the recording from my original phone call with \*\*\*\*\* to
vority that I was guzzanteed this 30 day period, it is currently about 12
days into the membership and I would like this resolved right away. Thank
you for your assistance in this matter.

Business Response
Grand Gotoveys have refunded Mr. \*\*\*\* the initial investment amount of
\$539 directly to his credit card. We spotogize for the inconvenient and delay and consider this matter is

(The consumer indicated he/she ACCEPTED the response from the business.)

The company is not the one who handled this dispute. I filed a complaint with my credit card company and they processed a credit to my account. The company has still failed to contact me to resolve the lasses, I had to hands through my own means. However, I am glad to get my full retund, so that's why I selected yes, I just want this finished.

Thank you, BBB, for helping to address this issue.

# All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 5 of 9

08/10/2015

## Billing / Cofection (ssues | Read Comptain) Details

Repetied cade saiding for money.

Originally bought into Travel More, became Grand Getsways. First time we tried to use of the form was should years ago, had a bush of heads of countries of the said to the variety of the said to the cade of the said to the said the said the said to the said to the said to the said the said to the said the said to the said th and American Express reverse cards. They don't hence either one. We have used them for our lost 3 tips to Hermil, but their services aren't worth the hasste of their continuous calls, and the \$10,000 were have been told our membership is worth.

Desired Sattlement Wit would be happy to get a full refund of everything we have paid them or at lost the \$175 for the years of 2014 & 2015. We have used their services, but they dight serve us any money on airterest hatch recens. We would appreciate them not contacting us again

Indicate that Mr. \*\*\*\*\*\*\*\*\*\*\*\*\* has vacationed and booked einters and notes it the past using his membership.
Each customer seles is recorded and verified for payment subnorization. A customer receipt is automatically generated and sent via small in subtition to a confirmation copy in the mail that details the purchase and all the related bonests.
A detailed notation was entered into our database to piece this account an activities of the Mr. and the country of the second in the control of the control of the second of the second

A district notation was entered into our distabase to piace this account on our internal Do Not Coll let so our renewel agents will not contact Mr.

""" in the future for any reason.

We regret any frustration or dissatisfaction that Mr. """ may have operfenced with our process. As a good fath gesture we will refund Mr. "" last upgrade to his membership of \$680.00 and provide a \$200.00 travel credit to his membership of \$680.00 and provide a against future vacation packages, combo reasons or cruise bookings. If Mr. """ should look to travel any time in the future we took forward to serving him.
We consider this matter is resolved and can now be close.

Consumer Response
(The consumer insteaded he/she ACCEPTED the response from the business.)

# All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 6 of 9

### 05/08/2015

### Billing / Collection Issues | Read Compizint Details

Complaint \$1022 6 Apr/15 lotally unauthorized

Destred Settlement
28 Sep 2012 I got a cell from a gentlemen saying he was from Grand
Getzevay. I almost hung up on the man but he got my attention. I was
told my hunband had a mambarship with Cheap Fights. I was advised
that because Grand Getzevays had purchased Cheap Fights we didn't
mod to pay the \$3000 parchase for. The selesman told mo this should
feel like winning the lattery. This descrit feel like winning the lattery
unbass you count feeling lise you are being taken to the descrite. I regret
the day we ever got that phone cell. I should have hung up. There is
nothing Ioo being lad to, chected and treated like dir.
My husband paid several tevels of fees almo than, including Aug 5/14 for
something cased Tuke 3. Leoking back at this we are beginning to feel
protify stupid. Did we somehow allow ourselves been duped to this
degree?

protiy super. Lie we common the coll offering an upgrade for a 5 year membership. That cost us \$899 but he was told were not suppose to hear from them egain for 5 years. We are a very long way from 5

you members then that care a serve for me was too were not supposed to hear trans them again for 5 years. We are a very long way from 5 years.

On Apr 6th I took a phone call from a very fast tailing genternan saying that he was offering on upgrade to our membership and who handed our membership? I took him my husband did, that he was on another call and I was making patents for a dimen party and could not talk to him. He intempted me to say he had bean trying to reach us for 3 months. He said he wanted to make sure I treew what we had with our membership, occess for 10 femby members, the level of travel and accommodation, i.e., the kept tailing about upgrades and I kept putting him off. He said we hadn't used out membership and were we? I toid him we have plans to travel over the nout outpet of yours. He said that because we hadn't been able to use it he was going to send my husband an email with some carificaties for travel, otc. That he just needed the code on our croat cand for verification purposes. My husband will attest that I said to this man that I would verify that as long as we worunt being charged unyoring. I recoved on attemative.

Obviously I was bed to. On Apr 12/15 my husband all accovered that he wee

Confocus I was not to. On Apr 12/15 my husband discovered that he was charged \$1022. This was not supported. Never in a million years would I charged \$1022. This was not susherized. Never in a million years would I susherize \$1000 on my husband's credit card and he centarily didn't. I have left messages and not had the cells returned. When I firstly got someone on Apr 16th I was put through to a manager. He was ever so concerned, told me that he would review the east record and get back to me. During the conversation he suggested we could sell our membership through a third party because we are currently paid up until 2000. Apparently their setsemen don't test the need to explain that they are just exclude on years with those high pressure sales casts. I asked this manager, hypothetically epecking, since he is the expert in the business. If we were to consider setting how would we do that? He said a third party bretter and made a recommendation. We agreed to a caliback on Monday full thing.

first thing. Immediately ofter completing that eat, ( called the broker with whom the Immediatoly after completing that call, I called the broker with whem the manager said they always deal. That broker, who has been in the timeshare business for years, has never heard of Coast to Coast Grand Getaways and they only deal with Wyncham Vasation Recorts. He also witched me good lack in over being ablo to sell this membership. As of Wed, no call back from Grand Getaways and really I cidn't expect it. Since August of 2012 Grand has managed to get over \$5000 from my husband with their high pressure tactics. Years and years of membership and in sell of the coast of the second lack that the second is exercised to the second to the total the second to the seco sold in advance, oven a cruse we will nover take because I don't him

peting as soon.
Who want it all returned to us, it has been suggested we could will this to our children. We would not subject our children to this company. Once this is wrapped up we never ever want to hear from Grand Getoways ever

Elusiness Response
Mr. and Mrs.

Mr. and Mrs.

have agreed to the renewals and upgrades to their
membership when presented by the renewal agents, the last renewal
upgrade was accepted by both Mr. and Mrs.

\$ 769.

In the recording of the call, the agent advised the mamber several times of the charge and the amount, both of the members agreed to it. In good faith Grand Getonoys will be refunding the last renewal upgrade charge of \$769 and will hence the explanation date and additional benefits they consider with this assumed. received with this upgrade. We consider this matter is resolved and can now be close

Consumer Response
(The consumer indicated he/she ACCEPTED the response from the

business.)
Absolutely we object to their statement of response, however, we understand their need to save taxe. Let me be vary clear that at no time during the convensation did my wide or I agree to the charges on my credit card, in fact, my wife expressed natured the charges.

We will await the refund.

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Case 6:15-cv-01455-PGB-KRS Document 2-1 Filed 09/04/15 Page 35 of 104 PageID 235

# All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 8 of 9

### 05/01/2016

### Billing / Collection Issues | Read Comptaint Datails

Complaint

Complaint
Record harassing phone as with threat to eand us to collections for something we have at ready paid for. They've broken our agreement.
I have out and posted part of a letter of complaint that I emailed on March 4,2016 to """
Bubblewstitoride.org. There was not enough room here to have the full letter. The following is the important parts of the letter of complaint:

Bubblewstitoride.org. There was not enough room here to have the full letter. The following is the important parts of the letter of complaint:

First of all, here are some credit card charges that I have copies of that are recorded on our Amondan Express statement

- 1. Grand Incontivos Inc 27 Sarasota .. July 8th 2013 credit card charge Your employee called us or membership for \$539.00, which we bought.
- 2. Grand Incentives Inc 27 Seresota ......July 31 2013 credit card charge us the name of Timeshares Only.
- 3. Timeshares Only XXXXXXXXXXX FL ....... Janucard charge in the amount of \$813.66 (Canadian) We listed and paid for advertising our timeshare. January 13, 2014 credit

### Desired Settlement

Dealerd Settlement

1. We would like to be issued a refund chaque (check) for the July 31,
2013 payment we made in the amount charged to our credit cord
(\$539,00US)(\$569,37 Considen). We paid this amount in good faith that
we were guilting what was effered... 'a one time for for never having to
pay errush maintenance foce ever again'. We went tald that we would
never be contacted again for annual tress, however, they broke that
agreement with their March 4, 2015 harassment phone cell.

2. We were threatened by the employee on the phone (March 4, 2015)
that we would be son't to eccladions and our membership would be
terminated. We want assumnce that we will not be sen't to collections for
foce we have already paid for. We went our membership terminated and
closed, due to their deceptive business practices, the horassing phane
call as well as never receiving receipts stating what we have paid for. We call as well as never reactiving receipts stating what we have paid far. \
want assurance that our membership has been terminated and closed

3. We ask that we be out on their National Do Not Call list and that we 3. We ask that we be put on our reasons to Not call ask and that we nover be confacted by phone for any reason. We do not find they are truthful and we do not want enything clas to do with this company. We are Enished with them. If we do not get a satisfactory response we will be lodging a compliant to the Florida Cifico of the Attorney General.

strainess response
Grand Gataways Quality Assurance Department has tried to contact the
member by phone and via email to provide assistance and to resolve the
issues the mamber has Balad in this compaint.
The membership requires a yearly renewal too in order to maintain active
and to have access to all the benefits, this the could very depending on
the promotion evaluate at the time of the renewal call effecting access to

more bondfits and incentives.

At this time a refund would not be consider as the member agreed to the charges, we epologize for the inconvenient and consider this matter is essayed and can now be close.

Consumer Response
(The consumer indicated he/she DID NOT accept the response from the NO WE DO NOT ACCEPT THAT THIS MATTER IS CLOSED. First of ail

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 9 of 9

Final Consumer Response (The consumer Indicated he/she DID NOT accept the response from the

We are pleased that Grand Gataways will be refunding us the \$539, WE DO NOT CONSIDER THIS MATTER CLOSED, ONCE WE RECEIVE A REFUND CHECK (CHEQUE) IN THE MAIL AND DEPOSIT IT BACK IN OUR BANK ACCOUNT, THEN WE WILL CONSIDER AND REMSE THE DON BANK ACCOUNT, THEN WE WILL CONSIDER AND REMSE THE MATTER AS BEING RESCLIVED. Until wo receive our refund, we will teave our complaint "open" and unresolved. As for the comment that Grand Getaways tried to communicatio with us., we requested a "hard copy" communication via email WiTH some enswers, it appears they early wanted "attentions" communication and we wanted a hard copy paper trief due to our district of the company and/or their representatives.

### Final Business Response

The quality essurance rep was only contacting the customor to make sure at lesses have been resched and to assured them they won't be contacted in any near future by the ronewal or promotion department. We consider this matter is resolved and can now be close.

### Page 1 of 10

Answered - BBB has not heard back from the consumer as to their satisfaction with the business's response, or the business addressed the issues within the complaint, but the consumer remains disentiatied. (105 complaints)

07/24/2015	Problems with Product / Service   Road Complaint Datatis
07/20/2016	Advertising / Sales Issues   Read Complaint Datails
07/17/2016	Advertising / Sales Issues   Reed Completet Details
07/13/2015	Problems with Product / Service   Read Compleint Details
06/22/2015	Problems with Product / Service   Road Complaint Details

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## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 1 of 6

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### **BBB BUSINESS REVIEW**

Is this your Business?

CONSUMER COMPLAINTS

THIS BUSINESS IS NOT BBB ACCREDITED

Coast to Coast Grand Getaways LLC

Phone: (800) 594-9435

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**Customer Complaints Summary** 

151 complaints closed with BBB in last 3 years | 33 closed in last 12 months

Complaint Type **Total Closed Complaints** Advertising / Sales Issues 92 Billing / Collection Issues Delivery Issues Problems with Product / Service 30 Guarantee / Warranty issues ο **Total Closed Complaints** 151

West Florida Name O Category

Additional Completes Internation

BBB files indicate that this business has a pattern of complaints concerning misrepresentation during the sales presentation and tellure to provide premised

On December 3, 2012, BBB contacted Coast to Coast Grand Gettways, LLC, requesting information as to why the business believes the customers are filing the compilaints, and what actions the business has taken to help eliminate the courses of complaints.

Complaint Breakdown by Resolution

**About Complaint Details** 

Complaint Resolution Log (151)

Resolved - The complainant verified the Issue was resolved to their satisfaction. (46 complaints)

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 2 of 6

#### 08/24/2014

### Problems with Product / Service | Read Complaint Date

Complaint
I ned a phone offer of 3 rights vacation (§ a 3 star hotel, I paid \$219 by
my credit cerd. Telestrights.com non-responsive. Refund request
deriled.
On Aug. 12, 2014 I recolved a phone promotion offer from
Take ThreeNights.com for a 3 star hold stay at one of 40 popular
vacation spots. After paying by Macriercerd, \$169 plus \$50 admin. fee,
total \$219. Telestroenights.com told me they had obtained my phone
number and contact information because I had participated in a \*\*excess\*
Vacation Club adies promotion and offer last year, which is true. I
received continuation of payment by email: certificate \$2000X. I made
several statemate to schedule dates at locations, but none of these
exercise telempts to schedule dates at locations, but none of these
materialized. Exasperated, I requested a returnd, which the customer
service parson said would be terwerded to the appropriate department.
Instead of processing a rodund, i recolved as cell
from \*\*exercise\*\* (OCC)DOC-XOCX upologizing and indicating sho would
by to get the socommoditions I had requested and this would be done
by Friday, Sept. 5, 2014. When I did not hear true her by Friday, I called
have and she told that she would contact me by 11AM the next morning
(Satt). There was no eat by 11AM. I cathed her # again to request a
refund and there was no answer and no response. I teel I have bean
scammod by this promotion and would like to recolve a \$219 refund.

Dealred Settlement

#### Desired Settlement

I am requesting a retund of \$219 for the hotel vecation offer not being fulfilled. Thank you for looking into this business for me, Punchase Confirmation

Purchase Date 8/13/2014 Purchase Price \$219,00 Texas \$0.00 Total Amount Paid \$219 00

Cortificate code \*\*\*\*\*\*\*\*
Certificate number XXXXX

"The total amount paid does not include transportation, taxtes
(approximately \$5 - \$15/per right), modes, incidentate or any other
miscellaneous expenses, all of which are the purchasens' responsibility.

Take Three Nights participates in a self-regulated escrew program in which all funds are accurally processed and retained strough a neutral structure for the protection of the buyer and the scilar.

### Business Response

Grand Getoways have rofunded the customer CC on September 8 2014 in the amount of \$219. We apologize for the inconvenient and consider this mater is reactived and can now be close.

Consumer Response

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 4 of 6

01/17/2014

### Advertising / Sales Issues | Read Complaint Datalle

Complaint
Company failed to honor cancellation policy.

I entired an agrocmant on 12/10/13 and paid \$148 on that date with my credit card, for the "Take Twe" program. My certificate number is """
certificate code is """ was taid i had up to 30 days to cancel from that date, or from the date I received that package in the mail, which would give even more time to cancel. I was taid by a Rob that hey shipped that package on 12/20/13. I situmpted to cancel on 1/2/13, 30 days from the date of purchase, and 20 days from the date of purchase, and 20 days from the date of purchase, and 20 days from the date in the supervisor WII, who said he was the department head, who else refused to cancel, He was unwiffing to honor the 30 day cancellation policy, saying I had to cancel by the end of the 28th day. He size refused to submoving the package. He told no it was significant in the said to submoving the package. He told no it was signist the law for him to process a cancellation of this point.

When I ested him what low, he had no idea. He refused to work with me and eventually hung up on me.

Destred Settlement Full refund of my \$148 payment. An epology for all my troubles in going this would also be appreciated.

Business Response
Grand Gelaways have refunded the customer in the amount of \$149 an
Monday XX XXXXX to credit card enough in 2509.
We spotogize for any inconvenience and or delay in this matter,
We consider this matter is resolved and can now be close.

Final Consumer Response
[The consumer indicated he/she ACCEPTED the response from the

tustness.)
I had also attempted resolution of this issue by contacting the HR office of the perent company, from which I get a gradious and helpful response. I did receive from them a full refund and an epiclogy for the way their employee handled the situation and apoles to me.

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 5 of 6

### 01/13/2014

### Advortising / Sales Issues | Read Complaint Datails

Grand Getoways has not honored our 6 weeks of FREE vacations and Grand Getoways has not honored our 6 weeks of FREE vacations and has offered poor vacation stays. We booked our honoymoon through a vaucher we received in the mail. On the phone we were told we would not have to attend any finishare-vacation cub modifical. When we arrived we were made to go to THREE in order to finish out our time. Grand getoways was before the timeshares and efter spending nearly four hours on their sales patch hoping someone would finally check us out and lat us leave, we left signed up for what we thought was a great deal. We then were given the vouchers for the rest of our honeymoon stay.

What was included in the contract. \$2500 for package (peid off afroady) \$425 for processing cost (peid) \$199 enrust ducs (maid once - Initially they tried to charge doubte, but I

We used one vacation during this time to go to Florida. We thought the price (around \$500) would be decent for the extravogant pictures and deals we were shown at the meeting. When we arrived we had a tiny room with two bods. The resort was rice, but the room was terrible. This was also the best deal we could got, and there were no deals in the county on line besides Missouri. Nowhere near the beachaide

was two the bost door we cause give, and share were in deach in the country on time bost dos Missouri. Nowhere near the bost children fimeshares pictured in the presentation. When we were about to back our free vecations (3 weeks Mexico and 3 weeks DR for two people each word), we had afreedy learned our lesson. These free vecations were only to cost us personally a \$25 booking fee and the all indusives for the hotel MAY charge. We were quoted at ever \$75 per day per person. The hotels they offered were not the crest listed on the certificate. The certificate says if we do not stay at one of the footdons bated, it would need to be one of a botter or equal value. NONE of the hotels listed were. When we called the hotels, none were willing to say they were the amount of stars that Grand Getzernys datined they were. Two said they did not charge an all indusive too. When we went to travel sites, we could book our own all indusive the the locations Grand Getzernys efforced us for just about the same as they quoted us. So their FREE certificaties were busically \$100 off us doing things an our own. After writing nearly a month for a response, they quoted me the three hotels. When I said it was not acceptable to charge as much for a FREE vecaden and that the hotels were not of equal or as much for a FREE vacation and that the hatels were not of equal or greater value, I have received no response.

I would Box the total amount we have paid refunded. 53124

Business Response

Ms. \*\*\*\*\*\*\*\*\*\* entored into a transaction involving the purchase of a vacation club membership from Grand Getoways Travel Services-Orlande white she was visiting the city of Orlando Florida.

As plainly sel forth in her membership purchase documents, Ms. 

Grand Gotzways and Grand Getaways Travel Services-Oriendo are

declines to do so. Should Ms. \*\*\*\*\*\*\*\* deaire to address this matter with the appropriate

Final Consumer Response (The consumer indicated halshe ACCEPTED the response from the business.) Thank you, I will redirect the complaint.

M 4 Page 3 of 10 p M

Answered - BBB has not heard back from the consumer as to their satisfaction with the business's response, or the business addressed the Issues within the complaint, but the consumer remains dessatisfied. (105 complaints)

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 3 of 6

### 09/24/2014

### Problems with Product / Service | Read Complaint Details

#### Complaint

Complains
Grand Gataways contacted my wife, and through misrepresentation and no direct request for authorization, charged our credit card >\$600.No refund
We have been a member of Grand Goldways for a number

We have been a member of Grand Getaways for a number of years, with promises of great berguins and free vacations. To Date we have not been able to odded on any of this, and trips we have inquired about ware much more expensive than "anvertised". One month ago my wife necived a still, and through misdirection, and no direct estimarization, charged our credit cord >\$600. When we called to get this reversed, we were basically told no, you are out of luck. I do not think this will over be resolved to our activation, but I om hoping other's read this and take warning. This company will not live up to their promises.

### Desired Settleme

position semianisms
all we want is for this last transaction to be reversed, the free coupons they gave us are not worth the paper they are printed on, we will gladly roturn anything they have earl to us.

The member agreed to a renewal foo of \$889 on July 29 2014 to extend the membership expiration and its benefits. The member has received service based on the travel request they have submitted in to the travel

agants.

The member has used the services by beeking condo resert weeks and a recent cruise for February of 2015 at a discounted price effer under the

membership, Grand Getavreys will not consider a refund of renowal tess as the customer has taking advantage of the membership benefits. We consider this matter is resolved and can now be close.

Consumer Response
(The consumer Indicated havehe ACCEPTED the response from the

(The consumer interested reserve ACLEY ED the response from the business.)

They identical offer was available directly from the chase line site, as well as offer order either. NOTE- without a huge memberatip charge. No matter, we will accept this as a learning opportence. This company grossly misinterprets themselves, "let the buyer beware"

09/23/2014

### Problems with Product / Service | Read Complaint Details

Completing
Grand Incombined Getaway through Ambit Energy is a seam. They will not bonor your 3 choices of dates or destinations and held on to your money.

I sont my pocket off via US mail on 11/20/13 with a \$50 refundable. I sont my pocket off Via US med on 11/20/13 with a \$50 refundable depocit, choosing 3 different dostinations and dates. You have no way to submit other than US Mail, giving the company even more time to "process" so your certificate expires before getting to use it. I received an small on 1/7/14 saying at 3 choices had been denied. I realized today that they had kept the \$50 refundable fee and now my certificate is expired. Whon I cased to get it back they said it would take 8-10 weeks to get it back. Such a scern.

Tell like my \$50 back immediately (not in 10 weeks) or to be able to use my vouchor and not go through the hassle of having to mail in all new forms and wait to see if they are denied again.

Grand Incentives the, will be makening the customer deposit within the next 7 to 10 business days, we apalogize for the inconvenient and consider this matter is resolved and can now be close.

Consumer Response
[The consumer indicated herehe ACCEPTED the response from the

I accept the resolution, however, I do not accept the way the company does business.

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 6 of 6

07/24/2015 Problems with Product / Service | Read Complaint Dotals 07/20/2015 Advertising / Sales Issues | Road Complaint Datails 07/17/2015 Advertising / Sales Issues | Read Complaint Details 07/13/2015 Problems with Product / Service | Read Complaint Details 08/22/2015 Problems with Product / Service | Read Complaint Details

Page 1 of 21 🔎 🔢

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## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 1 of 5

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### **BBB BUSINESS REVIEW**

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CONSUMER COMPLAINTS

THIS BUSINESS IS NOT BBB ACCREDITED

Coast to Coast Grand Getaways LLC

Phone: (800) 594-9435

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**Customer Complaints Summary** 

151 complaints closed with BBB in last 3 years | 33 closed in last 12 months

Complaint Type **Total Clased Complaints** Advertising / Sales Issues 82 Billing / Collection Issues 28 Dallvery Issues Problems with Product / Service Guarantee / Warranty Issues **Total Closed Complaints** 151

West Florida Name O Category

Additional Complaint Information

BBB files indicate that this business has a pattern of complaints concerning micropresentation during the sales presentation and telbure to provide promised

On Decembor 3, 2012, BBB contacted Coast to Coast Grand Getoways, LLC., requesting information as to why the business believes the customers are filing the comptaints, and what actions the business has taken to holp of minute the courses of complaints.

Complaint Breakdown by Resolution

**About Complaint Details** 

Complaint Resolution Log (151)

Resolved - The complainant verified the issue was resolved to their satisfaction. (48 complaints)

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 2 of 5

#### 12/12/2013

### BEIng / Collection Issues | Reed Complete Details

Complaint

Was called to review my memborship, charged \$899 to renew without actually being asked or any mention of the \$889.

I received a call in spring 2013 from my coast to coast personal travel agent. This made mo happy because i had questions about travel and tried to ask about a contain resort so I could make plans. They assure me every time all I have to do is call the end they's do all the travel plans. I have yet to get a hold of a person.

On this call i was informed it was recorded, that I still red athine credits and several hundred travel vouchors that we're expiring this year. The agent then gave me a summary of my account information and had me review contain my credit card on file. No quastion as to renowing membership came up, I stidnit expect one elters, I was under the impression that test year I paid \$400 to renow for 2 years.

I that to ask again about making plans and a resort I was interested in, but was informed they would check on it, my new pocket was in the mail and I was quickly pushed off the phone.

I logad on to my credit card account shortly after, only to see a charge for \$869911 This has pushed my credit limit up, increasing my interest and made my payments impossible. I continued my credit card to dispute the charge, but to be unable to test with a person from the 6 shores numbers.

coast to coast.

I continue to be unable to tack with a person from the 6 phone numbers I have for this company. No left messages, I do receive rendom calls from them only to have from hang up existly. I have never occurity used their services, I never signed up for their services. They called me stew years ago and had all kinds of promises because I was a guaranteed "grandlethered" account from a recent leasiness occursion. Their lies have buffled me into renewing a commencation. membership I can't oven explain. And you cannot make plans on their website (if you can even find your login information), but you can never got a hold of your agent to make plans.

#### Desired Settlement

ocurred settlement I weald like of the charges ever made to my account refunded. I was hulled into taking charge of this "granditalizered" account when the company switched hands a few years ago. I have nover received the credits or vouchors promised, nover made travel plans (was unable to do so), and am generally unhappy with the traudulant practices by this

company.

At least the last charge of \$899 to be refunded, I was not asked to renow, not informed of this charge or amount.

### Business Rosponse

susmices (cosponse)
Me, \*\*\*\*\* have groud to a renewal on July XX XXXX in the amount of
\$699 with one of our renewal agents.
All the material was mailed to the customer, vouchers and renewal
information.

The customer hainct submitted any travel request for research from one of our travel agents.
We will refund customer renowal of \$899 within the next 7 to 10

business. Submitted and submitted and submitted from the following the submitted and can now be close,

Final Consumer Response (The consumer indicated he/she ACCEPTED the response from the business.)

That phone conversation was recorded, and they are full of bull. I was not asked a yes or no regarding renewal. I did eak specifically about a resort/destination.

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 3 of 5

#### 12/11/2013

### Advertising / Sales Issues | Read Complaint Details

The company reps have falsely represented themselves and their services. Continued attempts to receive adequate service has been unsuccessful

erro was treat and "" was easy from her deek. After triting "" the shuttion and eaking to expeak to a suprovior, I was egain placed on heid but "" han got on the irno. "" tried to explain the reason for atmost a doubto-price discrepancy between Grand Getaways' quote and Southwest Afthreas. Laws that did not propose and talk about the issue. Told her at that time I was about ready to contact BBB.

cled while I waited.

checked witte I we'red.

1/1/2 Having still not recoived an airline quote from Grand Gotoways, I colled at 6-10 p.m. and was on hold for 30 minutes. I hung up. When I colled at 6-10 p.m. and was on hold for 30 minutes. I hung up. When I colled fro next depth selfore because two company did not state this when you call the travel agent number.

1/1/3 I called again and talked with "\*\*\*\*\*\*\*\* She stated that no travel agant had been estimate by request and she would by to get mo to an agent. I left a massage on "\*\*\*\*\*\*\*\* vetocratal at 8-25 a.m.

1/1/4 I talked with "\*\*\*\*\*\*\*\* and asked about here to soil our memborship because of our dissociateation. She give me a broker's number, I was 11/14 tissed with an a saked obout how to soll our memborating because of our dissolistation. She gave me a broker's number, I was then transferred to a service membaration of the saked he would tak to VP about how to make things right. We never heard from """ again, "" I quality assurance then celled us and gave us her extension number and to east for her in the thurn when we needed existence. She would also check with her supervisors about gatting a returnd on our "Italine" manufactitip fee. She stated, at 1:10 p.m. she would call back in a few minutes.

No cell from

11/15 I colled and talked \*\* " who taked w/"

but no reem.

### Desired Sattlement

Desired Sottlement
Of course, we would love to have our 'Trio membership' fees refunded
since we have tried to use the company's services, and they have not
to seved through with their part of the membership agreement, I doubt
that this will happen, but I believe there should be some sent of
compensation. Why be a member of a travel club if they can'twent even
make reservations in a reasonable length of time? They always by to
effer different types of vouchers for their missisces, but if they want call
back with price quotes, how can someone be expected to use those
vouchers—besides the fact there are so many stipulations that it
becomes a maze to redoom them.

Business Response
Grand Getsways Travel Club would like to spotogize for the
shoonvertences with the service and delays on response.
We are working with the service team and sales agents to improve the
quality of response back to our customers to evoid this situations from We are woring each to service treatment and select the situation function of professional select to our customers to quoted the situation happening again.
We will be returning the customer test renewal of \$599 done to September XX XXXXX within the next 7 to 10 business days.
We consider this matter is resolved and can now be close.

Final Consumer Response (The consumer Indicated ha/sho ACCEPTED the response from the business.)

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 4 of 5

#### 11/22/2013

### Billing / Collection Issues | Read Complaint Datails

#### Complaint

Complaint charges related to fraud and deception in April of this year I received a totephone cell from Coast to coast informing me that for six hundred delians my membership would be paid up for all time! would never have to pay a yearly maintenance has again ever. When I received the packet I noticed that I was paid up until 2018. I started to take action to resolve the issue but never followed up on it. On September that I received another cell from them informing me that they wanted to send me an updated packet no charge. They made class there was to be no charge. When I monthed my credit card statement they had charged my credit card a total of eight hundred delians and ninety nine delars.

Desired Scittement I want retributed a total of fourteen hundred minety nine dollars

Business Response
Costs to Costs Grand Gotserbye will be refunding the customer test removal for or \$899 within the next 5 to 7 business days.
We applicate for the Inconvenience and consider this matter is resolved and somewhat has rinse.

#### 11/07/2013

### Advertising / Sales Issues | Read Complaint Datella

#### Complaint

Complaint
Renewel of membership for 3 years at \$180.00 per year then on credit
card bil charged for \$538.00.

Very pushly and fact-failing anleamen.
Received a call from the sales person from Coest to Coast saying I
needed to re-from they membership. He will an and on about how great
the travel club was. I was talked into nonexing my membership for 3
years for \$180.00 per year. I thought that I would be billed \$180.00 each
year but when I received my credit card bill it was charged \$539.00. I
called Coast to Coest and told them I could afford that amount of money
but they east twee dene deal and that they had a recording of me
agreeing to it. This club is clearly a rip-off big time. I did pay the bill but I
am not happy with the whole thing. Just the other day the same sales
gry selfad me and was trying to tak me obbut what good deals there
were but when I membered that you have to spend \$500 to get \$100
back in air fare he hung off on me.

Desired Settlement Refund of membarship fee. No other contact over.

Business Response
This renewal transaction was done July 25 2013 and the member agreed
to 8 3 year renewal of \$539 at a rate of \$180 per year. The member was
swere of this one time transaction for the amount of the total charge of \$539 to her Visa crodit card.

We apologize for any inconventiones We are refunding customer renowal fee within the next 7 to 10 business

Wo consider this matter is resolved and can now be close.

Final Consumer Response
(The consumer indicated ha/she ACCEPTED the response from the business.)
I fool satisfied with the response from the business which is a full refund.

This is the right thing to be done.

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 5 of 5

### 10/14/2013

### Advertising / Sales Issues | Read Complaint Details

#### Completel

COMPARIANT RENEWAL OF MEMBERSHIP FOR FIVE MORE YEARS NEW EXP. DATE WILL BE 2024, VERY DECEPTIVE IF NOT DISHONEST SALES APPROACH TO HONOR SDAY RESSISSION

Coast to Coast twice in 2013 called to renow my "memberatip" First time was approx. May and it was for three years I wasn't do for renewal until 2018 new date was for 2019 then on September 23 2013 again recieve a cult from a very over zeasious scientame who datmed I was up for renewal. He said he was going to renew me for 5 years, the value of this renewal was never discussed at least my and could not here any \$

on the 24th I checked my Arnax Charge and find an entry for \$648. I called and was referred to \*\*\*\*\*. \*\*\*\*\*\*\* promised to call me back the same day the drid call the morning cr9-28-13. She said that they had a meeting and that all actios were final, spoke with her boss and same thing all saids were final.

#### Desired Settlement

Desired accomment
I had 3 days to cancel the contract according to discussions I had with
The Florida Attorney Generals office who gave me the direction I needed
to tak to review the entand I am days.
They rise instructed me to contact American Express and put he \$
640.00 payment on hold

#### Butiness Responso

Coast to Coast Grand Geteways will be refunding customer test renewal fee in the amount of \$849 Who spotogize for the inconvenience and consider this matter is resolved and can now be obee.

### Page 4 of 10

Answered - BBB has not heard back from the consumer as to their satisfaction with the business's response, or the business addressed the issues within the complaint, but the consumer remains dissatisfied. (105 complaints)

07/24/2015	Problems with Product / Service   Read Completed Details
07/20/2015	Advortizing / Salos Issues   Read Complaint Details
07 <i>m</i> 7/2015	Advortising / Sales Issues   Read Complaint Details
07/13/2015	Problems with Product / Service   Read Complaint Details
08/22/2015	Problems with Product / Service   Read Complaint Details

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## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 1 of 4

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### **BBB BUSINESS REVIEW**

CONSUMER COMPLAINTS

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Coast to Coast Grand Getaways LLC

Phone: (800) 594-9435

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**Customer Complaints Summary** 

151 complaints closed with BBB in last 3 years | 33 closed in last 12 months

Complaint Type

Total Closed Complaints

Advertising / Sales Issues

82

Billing / Collection Issues

28

Delivery tasues

Problems with Product / Service Guarantee / Warranty leaves

0

**Total Closed Complaints** 

161

**Additional Complaint Information** 

888 files indicate that this business has a pattern of complaints concerning misropresentation during the sales presentation and failure to provide promised

On Describer 3, 2012, BBB contected Coast to Coast Grand Getoways, LLC., requesting information as to why the business believes the customers are faing the complaints, and what actions the business has taken to help eliminate the causes of complaints.

Complaint Breakdown by Resolution

About Compisint Dotalis

Complaint Resolution Log (151)

Resolved - The complainant verified the issue was resolved to their satisfaction. (48 complaints)

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 2 of 4

#### 10/04/2013

### Advortising / Sales Issues | Read Complaint Datalia

Compleint in Feb. of 2015 coast to coast grand gateways called and I fell for their sales plant. I agreed to 3:59.00 for a two year mambership. Not happy! In Feb. of 2015 coast to coast grand gateways called and I fell for their sales plant. I agreed to 3:59.00 for a two years which my membership cand that and apply in Feb. of 2015 I fell for a sales pitch from coast to coast grand getsways, it was supposedly for two years which my membership cand has and explanted date of 2015. In June of 2015 I received a cell from them as I was on my way out of the house to get to the hospital as my mother inter was dying. I was told I had to renew right then and understood the saleman to say \$139.00 so I just said CK, now after things haved calmed down after losting my mother inter in the charted my credit card astemant and saw that they charged ms \$59.00 i have tred to dispute with my credit card but they say the company won't take to them until I give tham the ok, after many unanewered phone cabs to them if finally get through to them and they are now earlying that they played a recording to my credit card company soring I agreed to the charge and its past the refund date so I am just sluck with it, he told me they do not pay any storation to the BBB so go shead and the a compalent, I really head this maney back as my mother infaw had no its insurance so we had to take a toan out to pay for her funeral, this company is a loke, why were are charging ms \$59.00 again in six months whin its supposed to be a two year membership pood through 2015. Now I have a packet that says him a member until 2018. I have not had any time to oven by to use this says him a member until 2018. I have not had any time to oven by to use this says him a member until 2018. I have not had any time to oven by to use this and if this is how they tak to you, I don't want to be any part of this company, and hope and pray that no one site gots taken by there scam. My mombership a with them is xid one set gots taken by there scam. My mombership a with the

Please round me the \$539.00, and fit just cell it quits with this company.

salosmen do not return my phone cells in a timely matte

Business (seponse Coast for and Gotoways will be rounding customer renewel in the amount of \$639,00 delians with in the next 7 to 10 business days. We applicate for the inconventence. We consider this matter is resolved and can now be close.

#### 09/19/2013

### Advertising / Sales Issues | Read Complaint Details

Complaint
8/3/2013 I received a call from \*\*\*\*\*\* at Coast to Cost offering 3 yrs
for \$180 my card was charged \$539. They say I agreed \$180/yr for 3 yrs.
I called today and total them that I do not want their services at the price massages but no response.

Desired sensement I would [like to have my total \$539 refunded, I will return their information and I would like them bouned from casing my phone in the future.

Business Response
Coast to Coast Grand Geloways will refund Ms. \*\*\*\*\*\* renow
\$559 within the noot 7 to 10 business days.
We coatagize for any inconvenience and misunderstanding.
We consider this matter is resolved and can now be close.

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 3 of 4

#### 08/03/2013

### Problems with Product / Service | Read Compleint Details

Complaint
Co.co. is us just about every day, they are relentless & they don't stop calling. I want the calls to stop. I want the phone calls from this company to stop calling me.

#### Desired Settlement None.

Consumer's Final Response (The consumer indicated howhs ACCEPTED the response from the business.)

### 08/22/2013

### Advertising / Sales Issues | Road Complaint Datails

was offered a deal of \$180.00 My cord was charged \$539.00 made multiplo attempts to rectify the lastin with the company. Get different enswer each call 0.1711, ""from from Coast to Coast Gatavery coiled to effect on 7.711, ""from from Coast to Coast Gatavery coiled to effect on 7.711."

traver exert can only from Coast to Coast Getaway called to offer me a dest on my annual maintenance for. The annual for is \$225.00. He offered me a deal of 3 years for \$150.00 with the fourth year free. Along with this deal, I would get a package in the mail for 1500 domostic air miles, American express gift cerds, and \$500.00 resort each for restourants. My card was charged 530.

chargod 539.

On, 7/16 I called and left """ a message to call mo. Later that day a man named """ called and claimed to be """ supervisor to he man named """ trunsferred me to round.

On 7/17 I called again and "" trunsferred me to """ a voice mail.

On 7/22, I called again and spoke with """ a voice mail.

On 7/22, I called again and spoke with """ a voice mail.

Pm 7/26 I called again and spoke with """ a voice mail.

The indicated it takes about 7-10days for a round.

Pm 7/26 I called to gait he stakes of the refund. """ at axionalon """ transferred me to """ a voice a mail transferred me to """ """ at axionalon "" at axionalon """ at axionalon "

mind until the breathing package has been returned. I telt file I was being given the nin stroud.

The breathing package finally arrived an 7/28. On 7/30 I returned the package with a return reacht required to than. They received the package on 8/1 at 10:47 AM.

On 8/2 I catled to see what excuse I would receive this time, \*\*\*\*\*\*
answered the pinner and table me it wasn't his area but Quality Control will roturn my call. The call was made at 11:57 AM. As of 8/5 at 111.30 Am I am not getting a roturn call.

With each phone call, I received a different story about how it needs to be handled.

Dealred Scittlement I want my cord refunded the full amount of \$539,00 because they misropresented the deal.

CTC will be refunding the member last renewal fac of \$539,00 within the next 7 to 10 business days.

We specifize for any theomerisance.

We consider this matter is resolved and can now be close.

Consumer's Final Response (The consumer indicated he/she ACCEPTED the response from the

I accept the reply as long as I receive the funds. Thank you 888 for handing this for mo.

07/18/2013

### Advertising / Sales Issues | Read Complaint Datata

Destred Settlement Maintenance fees waved as promised...

Business' initial Response

Business' initial Response
Coast to Coast Grand Gotzaways offers one, two, throo year renewals for
\$199 \$349 stc...

Mr. "" paid a three year renewal for \$340 giving the membership on
expiration of 2015, we are reviewing the recording to see if what the
member states was offered by the renewal agant.

We are offering the member the possibility to get more years on his
membership and providing more benefits, we will stop any attempt to
renew the membership for more years.

We consider this matter resolved and can now be close.

Consumer's Final Response (The consumer indicated he/she ACCEPTED the response from the business.) Refunding my memborship duss will only postpone the inovizzite.... But for now until I can soil this membership... It will have to due...

Business' Final Response
Coast to Coast Grand Getnways will be refunding the customer just renewal fee of \$349 within the next 7 to 10 business days.

We wont be able to put in writing for the customer that the membership is for the tree of renewal tess as his signed contract states different, a fee of \$199 per year is mandatory in order to keep the membership active and in regards of a full refund of purchased price the customer is outside the reactisation paried of 7 days from the purchased date.

We consider this matter is resolved and can now be close.

24 Page 5 of 10 , ,4

Answered - BBB has not heard back from the consumer as to their satisfaction with the business's response, or the business addressed the issues within the complaint, but the consumer remains dissetisfied. (105 complaints)

07/24/2016

Problems with Product / Service | Read Compleint Details

07/20/2016

Advertising / Sales Issues | Read Complaint Dotals

07/17/2018

Advertising / Sales Issues I Road Compleint Details

07/13/2016

Problems with Product / Service | Read Complaint Dotnits

08/22/2016

Problems with Product / Service | Read Complaint Details

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**CONSUMER COMPLAINTS** 

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Coast to Coast Grand Getaways LLC

Phone: (800) 594-9435

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**Customer Complaints Summary** 

151 complaints closed with BBB in last 3 years | 33 closed in last 12 months

Complaint Type

Total Closed Complaints

Advertising / Scies Jasues

92

Billing / Collection Issues

28

Dolivery Issues

Problems with Product / Service

30

Guarantee / Werranty Issues **Total Closed Complaints** 

161

BBB files indecto that this business has a petiem of complaints concerning misrepresentation during the sales presentation and tailure to provide promised

On December 3, 2012, BBB contacted Coast to Coast Grand Getaways, LLC., requesting information as to why the business believes the customers are filing the complaints, and what actions the business has taken to help eliminate the causes of complaints.

Complaint Breakdown by Resolution

**About Comptaint Datails** 

Complaint Resolution Log (151)

Resolved - The complainant verified the issue was resolved to their satisfaction. (46 complaints)

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 2 of 7

04/23/2015

### Billing / Collection Issues | Read Complaint Details

Compitalnt
Grand getsways cells every year for dues and i'm fired of them. They keep charging my CC and I want cut.
We purchased our membership in March 2008 in Florida. It was made out to be such great deats so we bought in. Since then, anytime we look into deals, they are no cheaper than we can purchase on our own. When we bought in, I was to the understanding that as long as we weren't using them, we didn't have to pay our dues, which they say is not time. Every year they call for dues, I don't want to pay them, I just want to give up my mambership, but they full me now it is a context and they will drange my oracle cond whether I authorize them or not. Two years ago I get told that If just them that day, it would be good for three years, not as, Last year they said I could pay them and it would be good for five years, I asked them it I could get rid of it and they referred me to "time shares only" to sail it, another scam. Today they call and want that \$5.53. We tell them we paid last year for five years of dues, they say no, that was so we could transfer or will our membership, something we were tell right off the bein in 2008 that we could do at anythme. They are very misleading, and they will not us anything that we want to hear just to get our money, and the next time they make up some elaborate story about what they told us the previous time.

I would like my dues refunded, but if I never have to heer from them again in my lifetime, that will be good enough, I'm thod of giving them money every year and getting the run around from them.

### Buziness Response

Grand Gethaways have contacted the mamber to offer them a membership upgrade providing new and greater benefits to be added to their membership the member have accepted the lest offer and agreed to the charge. This upgrade also gives the member more years of membership activation.

memborarip activation. This mombor to take to be renew in order for the mombor to take odvertiage of the benefits, they are under no obligation to renew or upgrade the membership if they don't want to do it, the membership will remain active it is the case of it will be move a non-active status until the members doddes to renew and activate.

Grand Goltaways will rofund the customer last renowal amount of \$539 will honor the expiration date benefits and continuate offers they received with the last upgrade and will stee place the account on DNC for future

We opelogize for the inconvenient and consider this matter is resolve and can now be close.

Consumer Response (The consumer indicated he/she ACCEPTED the response from the business.)

business.)
I accept the refund, however, when we bought the membership, they did
to see could choose not to pay our dues, and not be able to use their
sorvices until such time that we decided to renow. But every time they
called to demand money for the yearly membership, I reminded tham of
what they told us about not having to renew if we weren't using it, but
they kept telling us we had no choice and had to pay, regardless of
whather we were planning on using it or not. Kind of furny how I had to
hing in the bibs, than their time changed and they want back to what
they originally told us. If they would have honoured what they originally
told us, this complaint wouldn't have been flood, and all the money we
sount on the dues when we weren't beaution mustage that it is the time. sport on the dues whon we weren't planning on using them at the time wouldn't have been wasted like it was.

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 3 of 7

#### 02/23/2016

### Problems with Product / Service | Read Comptaint Details

Comptaint Several years back my husband and I foolishly joined a travel club called several years went by end we got a letter from a company went barloupt. Several years went by end we got a letter from a company called Grand Gebaxays claiming they had bought up the contracts from several Processant we were foolish crough to send them meney with their premise that once we paid this we would have a flotter membership and never again be bothered with annual payments unless we used their services. Only once in all this time did we actually by to use this earlies and it book tour weeks to got back to us with a simple request to go to Las Voges. They finally got back to us with a hotel stay that was supposed to be for a discount. Write we were there i discovered i could have gotten the same price had i called the hotel. Now they call every year and threaten us to pay an ennual fee because they say we have a contract.

Desired Sciffement
I simply want from to stop harassing up every year. We do not use their services and have no intention of ever doing so.

Business Response
Mrs. \*\*\*\* has a travel club membership with Coast to Coast Grend
Getsways that needs to be renewed every year in order to have eccess
to the benotist they reschool with it.
Grand Getsways will place the member occount into a do not contact list
Grand Getsways will place the member occount into a do not contact list
or request, the membership will remain active and it can be use at
any time by the mamber and her family members.
We do applicable for any inconventions and consider this matter is
resolved and can now be close.

Consumer Response (The consumer indicated ha/she ACCEPTED the response from the busines i

#### 02/13/2015

### Billing / Collection Issues | Read Compleint Details

Complaint
Seies Practices
I have been a member of Go Grand Golaways for ten years. I pay
\$359.00 per year. I received a coll from a man that said he was the sales
manager. He told me that I needed to pay \$359.00. I told him that I had
paid \$369.00 last year. He said that was a membership too. I told the
sales manager on the paper I received I was paid up unit 2020. I then
sales manager on the paper I received I was paid up unit 2020. I then
said I would lot my membership laps as I would not pay then any more
money and don't call me again. They are a dishonest company and I
don't want to talk to them again ever.

Desired Settlement Nana. I don't want them to cell mo over again.

Business Response Grand Getaways have moved the member account to a DNC (do not contact) list. The member was contacted by data error, we do apological for the inconvenient

The member account is active until October 13 20121 and no further nonewell is due until that date.

We consider this multior is resolved and can now be close.

### Consumer Response

(This consumer indicated he/she ACCEPTED the response from the

I do accept their response. As long as I am not contacted until 2021,

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 4 of 7

#### 01/30/2019

### Problems with Product / Service | Read Complaint Details

Complaint Mar 8 2014, we pd \$639 dues bosed on the representative's speal that the anticovered a 3-year period to 2017. They want enother \$389 for 2015 dues.

We would like Coast-to-Coast Grand Schways to honor the contract that was understood from the representative in 2014, so our account would be active until 2017.

Business Response
Coast to Coast Grand Geteroys will be honoring the membership
fellowing the last recrewal that will provide cervice until year 2018. We
are updating the system with the right expiration data in order to avoid
any filture calls to the customer in regards to the renewal.
We speciate for the inconvenient and consider this matter is resolved
and can now be close.

Consumer Response (The consumer indicated ha/sho ACCEPTED the response from the Thank you vary much. We expreciate the company honoring its

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 5 of 7

#### 10/30/2014

### Advertising / Sales Issues | Read Complaint Datalla

I was told that if I paid \$369 Grand Gotzweys would start the selling process of my membership, which I have had for 10 years and only used

miscred on 5/27/14 to see if I wanted to sell my mambership. I I was contacted in origina to see in i wanted to set inty increasing. I was told that it would cost me \$389 to start the process and that I would contact the form someone in 3 weeks, if not I should contact the second in \$250 to 170. On \$25/14 I was charged the \$389, but I also received a new memberatity card (sep. 1/25/2020) and borus gifts. I have called Mr. Hatfald at least 3 fames and I called the office, 2004-2007 and lateral memberatity in the case of the process of the case have called kir. Hatfald at least 3 fames and I called the office, 20042005-2005, and loft a message, but no one has bothered to return my
calle. I sted to reach someone and was on hold for 15 minutes before I
called back and loft a message at the 868 phone number, I was told I
could probably gel \$4000-\$5000 for my mombership, with is worth ever
\$5000. The company will call, but not leave a message, the last time
was 11/2013, when I called back and complained that no one will leave a
message and that I wanted to cancel my membership, the person hung
up on mo fifth happened more than encely. I called back and spote to a
"", who talked me into buying enotine? S years and that I have several
"hee" airline lickets that they would honer for our Disney Vacation it hat
was planned for 2015 or 2016. I agreed, and now I just carring to tuil of
this. They have horitife customer service, unless you went to book
vacations, I guess; they do not return calls; they call, but do not leave
messages, then tall me they have been trying to reach mer, they hang up
on you, if they don't like what you tell them; they "sufy" you into
purchase more time; they do not live up to their promises!!

#### **Desired Settlement**

i would list, at the VERY loast, to be reimbursed for the \$388 that was recently charged to my creat card. At the very BEST, I would list to be refunded the \$389 (for my treation) AND make them live up to their promise to sell my memberahlp.

Business Response
The customer seems have activated a mombership with Grand Gotowoys after we assimilated at the customer from and going out of business.

We have contacted the customer to offer to save the initial investment to offer to save the initial investment.

We have contacted the customer to other to save the triest involvement with """ by activating the membership with Grand Getaways. The member activated the first time on January of 2012 and have renewing the membership overly year. The member have also used the membership to book oir tickets and that has been the only travel request we have received from the customer

we have neceived from the customer, in regards to solling the membership for the customer, Grand Getaways to soll not that sonkee, the member will have to contact a broker or the member will have to sell it. This customer agreed to the last renewel too of \$389 back in may of 2014, therefore we work be considering a refund at this time as we have

provide service to the member.
We consider this matter is resolved and can now be close.

Consumer Response
That is absolutely NOT true! I was contacted on 6/27/14 by Mr. \*\* Indit a becokely NOT rue! I was contacted on extrine by Nr. — gibilities that was his name) - XOX.XOX.4XOX as the man was saked if I wanted to set my membership. He told me I would be contacted in 3 woold by a broise and if I did not hear from him; I should call him. I have tred NUMEROUS times I do not hear his saways at lanch (even in the late svenings). I was told that there was a brokerage fee, which is what I faculted laws brokerage the, which is what I faculted laws brokerage to the rest I was not a memoral from Even if the I try to tions eventrigg), I was toot mit many Was a prokerage fee, which is what i flought I was poying for end it was not a crowwell fee. Every time I try to call this place, at the 877 number above, I get the run cround and transferred to someone who never answers the phone. I have been give the name of the nam

Business Response
Grand Cotonnys will be refunding the oustomer last renownlifee of \$369
after the customer did agreed to the charged, we want Did the oustomer
con continue using the membership therefore we are refunding the

We spologize for the inconvenient and consider this matter is resolved and can now be close.

Consumer Response (The consumer indicated he/she DID NOT accept the response from the

(The consumer received means one for accept an important with a business.)

I will accept this as soon as I see the refund on my credit card. I don't believe anything these people say, so as soon as I see the credit on my card, I will accept this as soon as I see in gradited.

Thank you,

Business Response
the customer should all ready have received the round of the renswel
too, we will contact the only in charge of this process to make sure the customer receives the return.
We consider this matter is resolved and can now be close.

Consumer Response

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 6 of 7

(The consumer indicated he/she DID NOT accept the response from the nutrices.)
I did respond to this as soon as I got the email. While I accept that they are going to refund my money, as of this data I have not seen that refund I just got my statement and it was not on it and I just checked the website end it is still not showing. They said that they were going to process a refund, but they also did not say WHEN. I DO NOT TRUST these people and will not accept until they do as they say they are going to the set.

Consumer Response
I have still not received the refund promised by Grand Getavayal

Business Response See Document

(The consumer indicated he/she DID NOT accept the response from the

I see the receipt that you posted, but I have been checking my credit reset on necest rait you people, but I have people checking my credit card on a darly basis, and steed it is still not been credited to my eccount. There is no date on that receipt so I don't know when they processed the transaction and I would like to give the information to my credit card company, when I call from to check the status of the credit.

Business Response
The refund was done August the 28, these refund would must of the times refact in the next billing cycle depending on the bank or credit card institution.

We recommend the customer to contact the Credit Card Company or

We consider this matter is resolved and can now be close.

Consumer Response
[The consumer Indicated harshe DID NOT socept the response from the

(The consumer indicated mersine that two I subspice to Indicate and she business.)
I have just spoken to """, at "" she is a dispute spocialist and she is sending me paparwark to start a dispute. They have NOT received the credit of \$359 as of ladey and they sold that they should have received by now. This case is not closed until I receive that \$388 that was promised. maybe Grand Gottowbys """ would like to track that transaction to see what happened to it and release. Thank

### Business Response

Business Respense Grand Gebawys have rocsived notification form Stewart Vacation informing us the transaction to the customer credit card was not able to be finish do to system technical issues, therefore the customer will be roceiving a check in the amount of the renewal fee of \$389 within the next 7 to 10 business days. We applicate for the inconvenient and consider this matter is resolved and can now be close.

Consumer Response (The consumer indicated he/she ACCEPTED the response from the business.)

I received the check in the amount of \$389, as stated. Even though they them again. Thank you!

M 4 Page 2 of 10 p A

Answered - BBB has not heard back from the consumer as to their satisfaction with the business's response, or the business addressed the issues within the complaint, but the consumer remains dissutisfied. (105 complaints)

07/24/20	215	Problems with Product / Service   Read Comptaint Details
07/20/20		Advertising / Sales Issues   Read Complaint Datella
07/17/20	716	Advertising / Sales Issues   Road Complaint Details
07/19/20	216	Problems with Product / Service   Read Complaint Details
06/22/20	м <u>в</u>	Problems with Product / Service   Read Complaint Details
	Page	1. 1 d 2 d

As a matter of policy, BBB does not endorso any product, standos or business.

## All consumer complaints resolved for Coast to Coast Grand Getaways LLC - West Coast ... Page 7 of 7

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coast to coast grand getaways Complaints, Reviews, Information, Page 2

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coast to coast grand getaways

SUBMIT COMPLAINT

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Grand Getaways Vacation Travel Club (Complaint Comment)

Posted: Tammy Amoroso

### Grand Getaways is a big rip-off!

GETAWAYS VACATION CLUB aka Coast to Coast Grand Getaways Vacation Club aka as many many many other alias We've been fighting with the nightmare company for a year now. We put the charge on a credit card and we are now refusing to pay it. Since my last complaint in here. The one and only vacation Grand Getaways booked us on wound up being a total nightmare...

# Consumer Reports Website

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0

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coast to coast grand getaways

SUBMIT COMPLAINT

Search results 26 matching "coast to coast grand getaways"

Sort by: Date | Popularity | Natural Search

coast to coast grand getaways Sarasota (Complaint)

Posted: 2014-03-13 by 😲 DaPearl

Avoid Coast to Coast Grand Getaways!! (AKA GGT Miami, Coast-to-Coast, Grand Incentives, Grand Getaways)

Avoid Coast to Coast Grand Getaways!! (AKA GGT Miami, Coast-to-Coast, Grand Incentives, Grand Getaways) I have been fighting to cancel my membership and get a refund for almost 18 months! They never delivered what was promised and never responded to my many many complaints...

Go Grand Getaways - Vacation Club Sarasota Florida (Complaint Comment)

Posted: 2014-02-01 by C NICK SIMITZI

### Travel Club Fraud

trip membership, that coast to coast grand getaways took over, and was told I could renew my membership for two years for\$379. 00. I responded I don, t have a membership, and never did, what the hell are you talking about? THEN I PROCEEDED TO HANG UP, THIS I SUGGEST TO ALL WHO GET THESE PHONE CALL....

coast to coast grand getaways Florida (Complaint)

Posted: 2013-10-03 by \$\frac{1}{2} \text{ XkoX}

### Charged without my consent

I was a customer of Coast to Coast Grand Gateways and paid for their annual membership. It was about a time for this membership to end and somewhere around this time I've noticed a charge made by this company. I called them and they explained me that it is renew cost for my membership. Wha...

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**SUBMIT COMPLAINT** 

\$5,900. Not one thing presented and promised was true. Right out of CCGG literature and brochures. Eddie Lopez of ghost company Premier Getaways was the presenter. Premier Getaways was supposely in Orlando, FL...

Grand Getaways/Grand Incentives/TRVL, inc Sarasota Florida (Complaint Comment)

Posted: C Dave and Lisa

scam....

We like our **Coast to Coast Grand Getaways** package, and plan to keep it, and use it. The rest of the trip was very, very nice. From the 30 minute yacht ride, to the last day out to Xelha and back, all we did we were treated very well. The flight back was the same, on time, smooth, and safe...

My Way Vacations & PTS Travel (Complaint Comment)

Posted: 😲 Bill Gillam

### concern if legitimate company

items with a company - Coast to Coast Grand Getaways of Sarasota, FL. This is the biggest scam-fraud - robbery I have had. The resort was to be worth \$2, 250. 00 a week but it was the worst I ever saw. I am going to the Govenors and BBB in the states and other agencies who want to stop fraud and robbery...

coast to coast grand getaways Miami Gardens Florida (Complaint)

Posted: 🗘 angryinmlami

### Refused to refund renewal fee

after my travel club was paid for, I decided not to renew because they have never been able to fulfill one request. I was receiving better deals outside of their club. They harrassed me for months about renewing, and although I said no, they charged my visa anyway. They said that I signed ...

Previous 1 2 Next

Legis Register

Submit Complaint

Scarch Company or Product

### Grand Getaways Vacation Travel Club

Yeard - 0 8-1 0 Recomment (1

Consumer complaints and reviews about Grand Getaways Vacation Travel Club

Ma 207 ( ) Send cost 4

Big fers

I made a big ministe by Johning this fraud company. They havess you by calling and divestaned you that if I don't pay the membership they will go through collection. I am just sick of them calling every year eating for money. I need help to get out from this company, if anyone known. They are made and note people. They are big bers and just want your money. Please helpting

cprd \_ s Stand ermit Apr 8, 2015

### Complete Rip Off

I am embarrassed that I could trust this company, I am out over \$10,000 and still have nothing. They will never sell you back and they have totally fied about everything. I paid them an edditional \$858 in December that I was teld I would be paid up in that unto 2027, I questioned them many times and they guaranteed me this would be the case. Today I get a call stating I owe them \$389 for this year membership. I explained to the tady that I was paid in that and she totid me I apparently did not understand the call in December that you are nower paid in full flow that was a true statement). I reviewed to give her more money and the said Lookid not sell or do any travel I/I and not pay......find with me. I know I was chasted add hopefully everyone will be smart enough to read these reviews before making a purchase from them.

Diff \_ landenal Feb 27 (K1)

#### Coast to Coast Grand Getaway

nAevatis ∑ Send e kall Bep 2, 201

### Do not recommend

We purchased our package back in 2009 and have not respect any benefit from being a member, it has occi us over 10,000 for the package and the renewal seas. The promised five vesetions are a scorn. When it came time to book one we could not get customer sented to return calls. We then tried to extend our five vecetions by paying the axirs money only to be told later that they dign't have a record of us extending the origins. After that we just finally concelled. The staff is sude. Don't waste your money.

### Top 5 Debt Relief

Best & Wont BBB Rated Companies! 250+ Reviews - Search All.

### Coast to Coast Grand Getaways

STAY AWAY from this company! They are NOT honest and will tell you whatevor they can to draw you in and then depolve you.

They Be, talk over you and are rude. They take your mensy and don't deliver. We have talked to SO many people there - you can never talk to the same person brice.

Promises are made to midd packages and email information - over and over apply, they lot you this and resver follow through. They arely thing they are good at is taking your money. Whatever you do, DO NOT GET PRYCLYED WITH THIS COMPANY!

### Grand Getaways Inferior Service & Faise Promises

I am less than happy with my recent purchase from Grand Gataways. I have been trying to make vacation plans for several wooks, bleving creats and messages, colling daily, and no one gots book to me. I have aposton with Mm. April (FL vacation plans) & Vaconios (Grand Ald, Jessina, Sunan, and others. How many passed must I speck to to have \$15 problem medited? Riddedous to this how it will be every time I moke my reservation in the fedure? What am I paying for if in the end I could have gone through a trivel agent and received the same (or better) benefits?

Not to manifest that the facilities are also interior (likystic Dunes & Colypso Cay, terrible).

What I would readly file is my money book. I have not received what I have been promised, I am SEI waiting for my \$100 reland from Grand Air. It assems this company experiences many complaints.

majorse #713 ( ) Dend enset Mer 8, 2013

### SCAMMED IIII GIFTS ARE NOT REALLY GIFTSIIII

We purchased the membranity this past December 2012 CRLY because of the the gifts as they comparested for the huge tump sum down payment. The gifts were paid secommodations to Dominican Republic, Canoun, Flunds, and 8 her night three day visits to certain places nitionative. The sales pay topi retarrating the gifts slone are worth a lot. \_pure buttlebrit. After calling in to make a reservation for the Dominican Republic bry, but total flees we had to pay Grand Getsways totaled to be exactly BOO (amount given in for all inclusive less CNLY). We won! to the CAME OFFICIAL hotel also where the accommodation were to be bypassing Gerard Getsways and got in a Hotels actual true charges and total amount (sumly room, all Probasho fazz, some amount of beads, same duration of stay) was \$1134 (fazza included). You do the midb...

51134 - \$800 **- \$2**34

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#### Recently Updated Complaints

Jiffy Laths - service I have a Best vehicle that to be serviced by a Mu.

Filtrity of Fish - billing act so tree I juried planty of Esh and decided to upgrace, the star...

Award Notification Continuation - and wow really what has is world cores too, I received this...

Staft Supplies - poor quality and material Just purchased 4 large scotlans of hand ref, behadens...

Other Phose Channel - DITYA AUR BAATI MUH DUT OF TRACK I uzed to weath cipe aur beath hum for semolyse therector...

evangeth.com - Avengeth Luce Belich Word Find and Replace Lemach who use...

BYCHA - peeting point and leating tollat.

It is in Moore houses and have lived there since.

2013...

starting eigenstics - RIP OFF
The fact you esty con get 18 cigarettes in a
pack, when...

D

warm complainboard.com = Sterling tabs ere e alp off I htgray despree with the around of tabs you get in 20...

cop@verl.net - seting cotile licin mencentar acid-libetal vilage ehenker many Whats trainfrestly paying for the accommodations? WE/YOU ARESIII You can obviously see the 61 inclusive loss you we to pay ends up paying for everything.sortically! What accommodations are Grand Geometry paying? NOTHERGI! Basically they are accomming people into thirting the gifts are really paying for accommodation when I have proof they are not. This is the first tip and fire happy! made this alternyt so the Eight our shine and now its time for action...

parmitte Cathy C. Bend areast and S. 200

#### fraut

I was promised several fittings in order for them to got my business. But once the contract was signed, and my package was received in the mail, of was totally different. They MEMER cases sold that they epoclationed in Rivingi They delimed to be a company that could get me a good dead on vacations, strying in the top of the fits condus and hottels, for the price of a requisit hotel price, (Attick I have yet to see). But what made me get involved, was the fact of how easy it was to get a vacation together. Ginco I was thed of sponding hours on the internet planning a vity, that was music to my ears. They delimed "one cell does it all?, But the very first time I celled, they gave me be non sevand for 16 minutes. Then, when I did take to someone, they told me that they only take came of ledging, and I had to book my Eights online, YHMAT am I paying you almost 6,000 for, I was doing the same thing without this package. Plus I haven't seven used thit "so called plan" because I have been getting better deals wit Expects and Ottots a deal for time. And they promised me discount on book purchases. Taking me like this program will pay for hard just by say 9 pe money or casing out. And my family act out a lot, (so this was the other thing that mode on join) But to make it worse. I specifically told him the places that we alse at and he looked me in my eyes and taid me that they were on their discounted but But when I got the coupons, 93% of them wasn't even in my area. And this other 8% was the same coupons that the gree in my Theaday papers. And when I tried to call and complain, they just throw he contract in my feed and that is not right having to pay for what you are not receiving. Please do something should this.

Coast is Coad (front Getriners £... Send eras £

#### Here to help!

Hebb! I am sony to hear your membership wasn't what you expected it to be. Our members are constantly taking advantage of our knowledgeable travel agents and lower-than-retail vession deals. If you're willing to give us another chance, please send me an email at quality-assurance@poprandgetsways.com!

Happy Travels, Coast to Coast Grand Gelaways

Coty :\_\_ Bend ertal \$60 9, 2013

#### Coast to Coast Grand Geteways

I have been treating other complaints on another website - Pissed Consumer - sveryone of them says the earnthing - we purchased in the Bahamas - 33,000,00 - and have not received one thing that they promised - ggod is a big scam - pisses contact me I would like to join the class action lewsuit with teachymn and others.

Fertically \_\_ Sent or all

### Grand Getaways is a big rip-off!

this company is pointy run and the "agents" are pichy about who they call back. One agent is named April who is very ruch and semeone named Kirn that lant very halphol either, not sure what office they are in but they nover treating or back to you. Evere are too many rules and half the paopits who answer the phone dont know what the half is going on, dont gest taken with this company grand incentives, chosp trips, coast to coast they are all run by the same company...

Agricus Torchit ... Danit oraci:

### Grand Getaways is a big rip-off!

in Richmond, VA, we went to a presentation on Grand Galaways offcred by Coast to Coast. If this is such a great deal, why the limited time type of sales pitch? We decided to give it a by as the side abow did show savings in ways we travel. Once we get access to their website, everything people have written so far, well, we cannot disastres with them.

If you go to a presentation, request a two comparison to what other travel sizes offer as compared to theirs, (remember WOT is everywhere these days) and side shows are not. As with forestrains, this does not worth the money for a membership, might be at \$200 a year, but requiring a huge initial amount in the thousands is not justified in our opinion. If they ask, only 30% is shown on-time, then request they approach the website to handle 100% of their aveilable brand dasks, then 'call you ben't once that is economizated, in this one of elementation if the land to believe they can't get 100% of their drives on-from for their customers. That would save them money, not look on they suggestion, research this better you, triake them prove out the sewings by boothing your trat title using a temp logis, done propered.

Fronta kdout (), Send errel Feb 23, 2012

### Grand Getaways is a big rip-off

My husband and I got a cell tonight in Norfolk Virginia from Grand Getaways, they say they are from Williamsburg Virginia, not sone if this is all the same company but we have been effected a free all tokers to prywhere in the US and a \$40 pss cere to come to thair location this Friday for a 90 minute school. Are you all enying that even if we do not sign up for anything we more than Dusly will not really get the sirline tickets or the gas money 7 i am pratty sure after reading everything have that we will not be extending. So gird everyone total their story. Thanks for serving us.

24\_\_\_13-end ermit Feb 23, 2012

### Grand Geteways is a big rip-off

Les well was consected by cogg (coest to coest grand getsweys) stating that it had belien over cheepings and I had an austrancing account valued at \$5000. It is possible
my space off purphese reaction ownership with obseptings however neither of us requested outry so, at any rate, after a long and enthusiasts sakes pitch, diffring a
credit card member ship and boundless woulded no opportunities, it came down to the request or a credit card number being adolkated over the phone. Circl, in sever give a
credit card member to envoice or organization that coldedits not, no matter what they daint, secondly, if something securits to ogood to be true. It usually is too good to be
true. I told the rap that I would investigate the company first and was offered to be assisted on the search (by birth which I gradically declined and institud I investigate the
company first than cellback if I fill the company was legitimes and collecter, and again declined to give my undit cant number to him. I was told he could not wait (having
30, 000 other people to contact) and that I was now or news. I obsess news and statisted any additioning which from chespitips, he have guy. I know from threshore sates
expectance, the rape can aggreeable and formald. It is very necessary to protect yourself and not succumb to aggressive sales techniques which are frequently used by
companies such as copy, buyer howers, for all of you who have purchased into the vacation ownership company and have buyers regret or have had and experiences
trying to book vacations, I wishly you well in your attempts for relands ancier registration.

ISSNINGCRE ED bard small Pelo 23, 2012

### Grand Getzways is a big rtp-off!

IF YOU ARE STILL WANTING TO DO A CLASS ACTION LET ME INJOW! HAVE ANOTHER PERSON DOING LEGAL WORK AND RESEARCH ON THIS COMPANY

## Case 6:15-cv-01455-PGB-KRS Document 2-1 Filed 09/04/15 Page 65 of 104 PageID 265

## Grand Getaways Vacation Travel Club

http://www.complaintboard.com/grand-getaways-vacation-travel-club-l1...

IF YOU	NOWOF ANY OTHER PEOPLE READ ABOUT OTHER PEOPLE PLEASE FORWARD EVERYTHING TO ME PLEASE USE A HEADER OF	
RCI CL	ASS ACTION LAW GUIT772777	
THIS W TO LAW ANOTH	AY IT WILL NOT GO INTO SPAM AND I LOOSE YOUR EMALLS I WANT TO REALLY MOVE ON THIS COMPANY AFTER THE HOLIDAYS I HAVE SI MERS AND I MEED MORE PEOPLE SO IF ANYONE CAN EMALL AT IF YOU ARE STILL WANTING TO DO A CLASS ACTION LET ME (NOW) HAVE EX PERSON DOING LEGAL WORK AND RESEARCH ON THIS COMPANY SO FAR WE DUD UP THEY HAVE BEEN SUED FOR MANY THING FR NT OF PRYROLL TAX	
IP YOU	KNOW OF ANY OTHER PEOPLE READ ABOUT OTHER PEOPLE PLEASE PORWARD EVERYTHING TO ME PLEASE USE A MEADER OF	
RCI CL	NSB ACTION LAW BUIT 777777	
10 LAW	NY IT WILL NOT GO INTO BRAM AND ILCOSE YOUR EMALS I WANT TO REALLY MOVE ON THIS COMPANY AFTER THE HOLIDAYS I HAVE SF MERS AND I NEED MORE PEOPLE SO IF ANYONE CAN EMAL ME WHAT YOU CAME UP WITH NIL YAMAHAWATERCRAFT@ACILCOM	OKEN
THANK	YOU	
KEN MC ST PET	IORE ERABURG FL 33713	
Lirely (° )	bend one!!	Feb 23, 201
Grand	Getaways is a big rip-cifi	
company district file econes to I was ros Grand Q expired.	sed the Säver Grend Deteways package for \$4, 695. I anided up canceling for a few reasons. It made mix a little wary that the price kept dropping. Even of my cancellation later, I was consected by a representative who effered to drop my price \$1,000 enter to get mix to stay. Also, with the millions of more extensive with a contract of the millions of more extensive way as a contract of the preparation of the contract of the co	bers tho c. Three! we fu! the deals of say
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Grand	Getaways is a big rip-offt	
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Grand	Getaways is a big rip-off!	
We defin complain	taly need to stand together egatif thoso liam. I think south and therese obundolo are organizing a class low-unk against Coast to Coast Grand getoways to board name by tso4kynta	a. their
buc er	·al	e 21, X T
Grand	Getaways is a big rip-off!	
undneste	Crand Gateways in G.L Martin and according to the US office they are not connected, yet now I am a member, I purchased this travel club to edictinate m problems, before it what they promise). When I called for sinters, II was proad higher flam right off the interest. They had no travel locations available w I, yet the color travel againshe had planty. They asy they can sed your timeshares with no problems, yet after you pay the money you don't hear from th ou call the asias office after purchasing, they stain they satisfy 87% of the time, and I guess I tall into the 13%.	
When ye	simines (suppressed) the company that sets your timeshare for you) is probably a one person office that lakes your money and doesn't even say thank y I call hat from the Grand Getoways office to see I sho can sell your timeshares, also tots you that they would sell easily because you paid so title, add, and in 3 months they would be gone. Six months later, the sixtes they are overprised and won't sail.	ou, s coupte
Grand Ge	timetaya ib a ibig sip-off.	
Daguered V	thái de Culturer (; , dord edz)	ia 23, 3012
Grand (	Galaways is a big rip-offi	
mem (Co mumber, I probably i this_shut	I to Cosst company called and told us that they had taken over Cheap trips and that we had 3, 000 dollars equity with them and also some airline ticket act to Cosst) from the buy out of Cheap trips. They said that we needed to send from manay in order to get what was already our and needed a credit When we questioned the rap about this, a legitimate concern, the rap lung up the phone. When I called back, the parson that we spoke with said the rap hung up because he was passionate about his job. (Bulch), 0, you self me for my bushess and you hang up on mowhat kind of fraggle neggio bud in the front door, I would the for Grand petheways also Coust to write a rebuillo explainly this orap please	cerd i
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Getaways vacation Travel Cl	ub	http://www.complaintboard.com/grand-getaways-vacation-trav	el-club-i1
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Go Grand Getaways - Vacation Club Contacts & Informations

## Go Grand Getaways - Vacation Club

Posted: 2011-10-08 by . Taken by Go Grand Getaways Scam

## Travel Club Fraud

Complaint Rating:

The series (ANYONESE)

### **Contact information:**

Coast to Goast - Go Grand Getaways

7560 Commerce Ct.

Sarasota, Florida

**United States** 

Phone: 941-552-1995

gograndgetaways.com

My husband and I were duped by Grand Getaways, a Coast to Coast Travel Company (also known as Grand Getaways Vacation Club, Grand Incentives) for \$4,900! Their principal place of business is at 64 Inverness East, Englewood, CO 80112 and they have a Member Care Center at 7560 Commerce Ct, Sarasota, Florida 34243. The club is supposedly licensed and bonded by the State of Florida as a Seller of Travel under Registration No.: ST36512. We were solicited while we were on a Royal Carribean cruise with one of the stops going to St. Maarten. When we got off the ship to tour St. Martin, and within 10 minutes of so off the ship, we were stopped in the street by this young man who asked us to play a game with these scratch off tickets. This kid wouldn't leave us alone despite our attempts to ignore him. He kept following us down the road until we finally spoke to him. BOY WAS THAT A HUGE \$4,900 MISTAKE! So, he gave both my husband and I a scratch off ticket. My husband's ticket was determined a loser, and of course I won. This kid was and this kid was SO excited for me because he said that I had just won a 5 day trip to Cancun!! He said that to claim the

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them as a client RIGHT? These two companeis should be ashamed of themselves supporting this type of scam. Well, as noted above the memberships started at \$20k, and when they knew we could not afford those prices, they eventually came down to \$4,900 and said we can apply for a credit card through Bank of America. We thought if we booked the next two cruises with them, it would pay for the membership and we would have those condo weeks in addition to saving on our cruises. We attempted to walk out again, but they threw in additional condo weeks and they "closed" the deal.

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I'm ready to file suit against this company for fraud, mispresentation, and breach of contract to name a few. If you are contemplating signing up with this company PLEASE DO YOURSELF A FAVOR AND WALK AWAY LIKE MY HUSBAND AND I SHOULD HAVE DONE in St. Martin for the poor little kid on the street who needed a commission...REALLY. I plan on reaching out to others who have been scamed by this company as well as various government agencies. THIS HAS GOT TO STOP. P.S. I looked at my contract and the folks that sold it to us were Jose Velez, Quality Assurance Manager and Hakim Merabet, Sales Direction in St. Maarten, Osprey Drive #4, Unit A &B, Juancho Yrausquin Blvd., Philipsburg, St. Maarten (599)542-0776 or (866) 978-4604, jvelez60@gmail.com, as well as Philip Provenzale at philpro@aol.com. Their websites show on the contract as: www.affinitygroup.com; coastresorts.com and gograndgetaways.com

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Was the above complaint useful to you? Yes No

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31st of Jan, 2013 by Tdegeer

So far for all the money spent there hasn't been 1 vacation at a discounted rate/no comp trips( that's a joke) & after many emails & phone calls (because I rep can't handle checking on alternative scenerios for your trip). I have come to the conclusion as the rest of you have that we have been completly had. I will have to say that it should have occured to us at the time. I have ask numerous times for a refund however if they did that at each request they wouldn't be able to continue running the scam that they do. I would like to see a class action lawsuit take place if for nothing more than upfront knowledge & in hopes that it would shut the farce down. I think in the meantime it would be a wise thing for all of us to make sure we place post's of warnings on Facebook & any other media we have so hopefully a few souls will not get sucked into the lies of promise.

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18th of Feb, 2013 by ( sarah paradeza

→ Votes

Has a lawsuit been filed yet?

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🛅 18th of Feb, 2013 by 🎉 Tdegeer

To my knowledge there is no ongoing suit. My thinking is that they have all their bases covered in legimate terms on contracts that it wouldn't do any good. The most we can hope for is to try to make the farce as well known as possible.

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promised discounts- quite the contrary- the prices were either the same or higher. Please contact us if there are plans for a class action lawsuit ka493@nyu.edu

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🏗 12th of Jun, 2013 by 🖓 John Aird

I set was Mark Riandi told me that if I noid a one time fee or \$309.00 or comething I don't

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s: e: i. I was just recently taken for what I was told was an updated membership which turned out to be \$500.00 in airline travel for \$299.00. I', we had this membership and never opened it until recently. I was amazed at the lack of information in the packet that was sent to me, now twice. I'm glad I got online to check out this scam and they will get no more money from me. I just had a high pressure salesman call to say, "No, your membership wasn't renewed, you just bought a travel benefit, you still need to pay \$400.00 more to update your membership. No you can't use anything you bought if your membership is expired." Thank you all for the information.

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Tip 14th of Jan, 2014 by 👉 BayleeJay

∧ ∨ 0 Votes

I want to join a class action lawsuit :but when I tried travelclubscams@aol.com, it sent me nowhere.

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30th of Jan, 2014 by 👃 dgoddin

Same story here... Except one additional complaint. My husband and I decided to take our losses and leave the organization... (We could have taken the same vacations through use of the internet and found cheaper/same prices.) ... Still, now I am being bombarded by harassing/threatening phone calls from the organization insisting we continue to pay our yearly fees... I made a complaint to customer service and a lady said she would take my name off the call list. Well, today, I received another call... I think they think they can intimidate customers to continue paying yearly fees. I would advise everyone I meet to avoid Go Grand Getaways...

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15 1st of Feb, 2014 by 😲 NICK SIMITZI

A v +1 Votes

I was told the same story about my cheap trip membership, that coast to coast grand getaways took over, and was told I could renew my membership for two years for\$379.00. I responded I don, t have a membership, and never did, what the hell are you talking about? THEN I PROCEEDED TO HANG UP, THIS I SUGGEST TO ALL WHO GET THESE PHONE CALL

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### Go Grand Getaways - Vacation Club

Posted: 2011-10-08 by 1. Taken by Go Grand Gelaways Scam

Travel Club Fraud

Complaint Rating:

#### **Contact information:**

Coast to Goast - Go Grand Getaways

7560 Commerce Ct.

Sarasota, Florida

**United States** 

Phone: 941-552-1995

gograndgetaways.com

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getting two years for \$349 and they tell you they will through in a \$500 Gift Certificate towards airfare. Well, when you get the package and read the fine print, you have to book it through them and they guarantee the lowest rates, however, its only a \$25.00 discount for fares between \$200 and \$299, \$50.00 discount for fares between \$300 and \$399; \$75.00 for fares between \$400 and \$499 and \$100 for fares between \$500 and \$599. Tickets are not valid one week before or after holidays too...and you must give them 14 day advance notice and it must include a Saturday. What a JOKE! On the phone it sounded like you were going to get a \$500 Gift Certificate, but they failed to mention the fine print, but they got you to renew for two years didn't they!!!

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Comments Sort by: ▲ Date | Reting

6th of Mar, 2014 by L. Krystal S.

Depth of the last of the last

I was scammed out of hundreds of dollars. Please place me on the list for class action suit! Nujeru1977@yahoo.com

! Report Spam

2nd of Jun, 2014 by 7 Amachi

A V 0 Votes

You know I fee the same way. My wife and I despise this company and we should have a class action and they should be criminal charges against them. Has anyone called that states Attorney on this. Well I will and if I find out anything or how we all can get together on this I will post more information on this. The greatest scam is be done to us all. Somehow we need to take action to shut them down and get criminal charges against all or most of them and monies back..

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🕞 27th of Jun, 2014 by 🗓 ddjones

Would love to join the class action suit... wish I would have seen all these comments... ddjones1611@yahoo.com

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17th of Oct, 2014 by 🐍 rainbowjoye

I have had the membership for around 3 years now... It isn't much more than prepaid travel agents and with the internet you can do it yourself. I use them because I paid \$5500... I am a paid in full

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member... no annual dues. They sell me package deals for 3 night 4 day stays that get me with the free 4 night cruise to Freeport or Nassau for just port fees and taxes... I do like the 7 day condo

rentals and have had good luck with booking those weeks at good prices.

If it weren't for the fact I am an Auditor by career choice and can work through the hoops they set in front of you after they have your money... I would be more upset. I got sucked in and now I play

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🖟 17th of Apr, 2015 by 🖓 Rsent

COLUMN CONTRACTOR CONT

This place did the same thing to me. I can never find a deal and everytime I call to speak with someone they take info and call me back in 48 hours. Every quote they have given me has been off the mark of what I requested or rediculously expensive. We signed up in 2012 and have renewed the stupid membership program until 2020. We had an infant so we weren't traveling much. Now that I want to use the program I can never find a good deal. Please let me know if anyone started a class action law suit as I would love to get my money back. Rsentner13@yahoo.com.

! Report Sparn

1 9th of Jul, 2015 by Alecsandra

I was scammed for \$5000 four years ago in Domninican Republic, Punta Cana @ Blau Natura Park Resort by Coast to Coast Grand Gateways plus a fee of \$350/year for five years (I only payed three years). I was told one thing and turned out to be completely something else... Never used their services, not even once, as I always found something cheaper on internet through google search and little of my time!!! Let me know also, please!

abudnariu@yahoo.ca - Alecs

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9th of Jul, 2015 by ( Alecsandra

I was scammed for \$5000 in Dominican Republic, Punta Cana- Blau Natura Park Resort four years ago, plus another fee of \$350/year. Didn't pay in full and I wanted to know how I stand! Do I still have to pay or ??? (As I signed a contract)... Never once used their services as I found better deals every time by google search and little of my time. I don't need money back if that means a LOW SUIT - May God have mercy on their souls... I sympathy them!!! But I would like to know if I don't have to pay anything anymore for my own conscience, if theirs are clouded in darkness... Thank you! Alecsandra abudnariu@yahoo.ca

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them as a client RIGHT? These two companeis should be ashamed of themselves supporting this type of scam. Well, as noted above the memberships started at \$20k, and when they knew we could not afford those prices, they eventually came down to \$4,900 and said we can apply for a credit card through Bank of America. We thought if we booked the next two cruises with them, it would pay for the membership and we would have those condo weeks in addition to saving on our cruises. We attempted to walk out again, but they threw in additional condo weeks and they "closed" the deal.

Well fast forward into almost year 3 of the program...WE HAVE NEVER BEEN ABLE TO USE THE PROGRAM, NOT EVEN OUR "FREE" CANCUN VACATION. Their prices ARE NOT LOWER THEN WHAT YOU CAN GET BY YOURSELF ON THE INTERNET OR THROUGH YOUR REGULAR NORMAL TRAVEL AGENCY. THIS COMPANY IS EXTREMLY HARD TO DEAL WITH AND IT IS DIFFICULT TO TRY AND BOOK ANYTHING!!! Since signing up, we went on two nice vacations...one was another cruise with Royal Carribean and also went to a really nice All Inclusive in the Dominican Republic. Before we booked, we contacted them for their rates and surely thought they would much lower right??? Not only was it very difficult dealing with their travel specialist (I mean what an experience) their prices

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e of getting two years for \$349 and they tell you they will through in a \$500 Gift Certificate towards airfare. Well, when you get the package and read the fine print, you have to book it through them and they guarantee the lowest rates, however, its only a \$25.00 discount for fares between \$200 and \$299, \$50.00 discount for fares between \$300 and \$399; \$75.00 for fares between \$400 and \$499 and \$100 for fares between \$500 and \$599. Tickets are not valid one week before or after holidays too...and you must give them 14 day advance notice and it must include a Saturday. What a JOKE! On the phone it sounded like you were going to get a \$500 Gift Certificate, but they failed to mention the fine print, but they got you to renew for two years didn't they!!!

I'm ready to file suit against this company for fraud, mispresentation, and breach of contract to name a few. If you are contemplating signing up with this company PLEASE DO YOURSELF A FAVOR AND WALK AWAY LIKE MY HUSBAND AND I SHOULD HAVE DONE in St. Martin for the poor little kid on the street who needed a commission...REALLY. I plan on reaching out to others who have been scamed by this company as well as various government agencies. THIS HAS GOT TO STOP. P.S. I looked at my contract and the folks that sold it to us were Jose Velez, Quality Assurance Manager and Hakim Merabet, Sales Direction in St. Maarten, Osprey Drive #4, Unit A &B, Juancho Yrausquin Blvd., Philipsburg, St. Maarten (599)542-0776 or (866) 978-4604, jvelez60@gmail.com, as well as Philip Provenzale at philpro@aol.com. Their websites show on the contract as: www.affinitygroup.com; coastresorts.com and gograndgetaways.com

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2nd of Nov, 2011 by 1. MegBeth

The same

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THANK YOU for this review. I was called by a representative a couple of weeks ago who continually insisted that she wasn't "trying to sell" me anything, which, in fact, is precisely what she was trying to do. We discussed what I could get IF I decided to purchase this membership, I never once agreed. Not at any one time in that conversation did I say, "okay, sure, I'll buy this." She told me information, I asked her questions, it was a discussion. A discussion about a HYPOTHETICAL SITUATION in which I MIGHT decide, potentially, to pay for this membership. Then she said, "oh just to let you know, you're going to hear a beep and this call will be recorded." I've worked in call centers before, so I know that drill, and said okay, that was fine. Then she asked me to state my name, which I did. She confirmed my mailing address. Then she said, "and you're agreeing to the 2-year membership at \$349, could you state that that is correct?" I ground the conversation to a halt and said no, I was not able to agree to it yet and needed to discuss it with my other half first. I said that I had never agreed to this. Her entire attitude/demeanor changed and she monotonously told me that she didn't think I realized what I could get out of this. I still resisted agreeing to purchase the membership, and she put her supervisor on the phone who said the exact same script that she did, almost word for word.

I did NOT end up paying for it. I said I would talk it over with my other half and then get back to them if we decided to go for it. I read up on it online and determined that basically, you get nothing out of this and everything they tell you is either strategically phrased to mislead you, or flat-out Case 6:15-cv-01455-PGB-KRS Document 2-1 Filed 09/04/15 Page 83 of 104 PageID 283

Go Grand Getaways - Vacation Club - Travel Club Fraud, Review 500891... http://www.complaintsboard.com/complaints/go-grand-getaways-vacatio...

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supervisor at (877)718-1400. His supervisor asked me why I gave credit card info if I were not going to purchase. He accused me of not fully disclosing the situation. I clearly explained that I did not want the service, had made myself clear on that point and had an unauthorized charge made to my VISA (criminal offense). I held my ground until he hung up on me. I have protested the CHARGE,

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#### **SUBMIT COMPLAINT**

I Report Spam

🛅 17th of Sep, 2012 by 😲 Grandincentives

Wow! This is the first time this thread has come to our attention so I would like to apologize on behalf of our company that no action has been taken to help you in any way thus far. I see that there are many complaints by several parties.

Please email qualityassurance@gograndgetaways.com so we can help make you satisfied customers

**Coast to Coast Grand Getaways** 

! Report Spam

18th of Nov, 2012 by 1. Allison Viers

The same with me and my husband, also in St. Marten for the "Platinum" memberhip to the tune of \$17,000. We have never gotten any of the "free" vacations promised. When I inquired about the 50% savings for airfare, the response was, "We said up to 50%, we never said 50%. My high pressured sales person's name was John Jurdini, who no longer works in St. Marten. I want to know how to get a class action lawsuit going. Anyone out there know how to do that? Ripped off in Virginia. asjviers@verizon.net

1 Report Spam

🛃 11th of Dec, 2012 by 🏃 Grudzinski

Yes please, if anyone out there know anything about filing a class action law suit, please advise us. We too were scammed out of 4900.00. I also will look into this and maybe we could all get together and file a suit against this bad company.

ann\_grudzinski@yahoo.com if anyone needs to get in touch with me.

I Report Spam

25th of Jan, 2013 by 🗘 Pesgar

🔥 🕶 0 Votes

The same here, we were scammed for 6000, I really want my money back drmmorpg@gmail.com i would like to join anyone filing a suit

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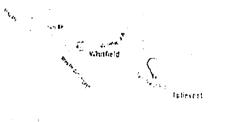
Submitted: Thu, August 16, 2012 Updated: Fri, August 17, 2012 Reported By: franny - richmond Massachusetts United States of America

Consumers

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\*Consumer Comment: Grand Getaways a/k/a Coast to Coast is a Fraud

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\*UPDATE January 1, 2015 INVESTIGATION UPDATE Sac County DA Ben Smith Fails to identify falso statements, talks to support accusations w/ ciatifications vegue stoppy misteading.



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close to a deal that I can find-also did not get back to me on a vacation package I found on line ... was told I needed to look these deals up for myself, which I did, "then got not fed back from them-we are out 5000,00 dollars for the membership,I am canceling with them and pray and hope that no one este has to live throught this...! did not look up a review on them and for that I paid

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Author Consumer Employee/Owner

#1 Consumer Comment

### Grand Getaways a/k/a Coast to Coast is a Fraud

AUTHOR: Artificit211 - () SUBMITTED: Tuesday, Mbroh 19, 2013

I made a monster mistake in the Bohamas and became a GG member in 2011. Two years and over \$3K later in payments I have not been able to find one bargain or advantage for a vacation, I was "bulled" by a GG account rep in May 2012 to "renew" my membership for \$189.00. I have tried to search for vacation discounts and found none. The Customer Service dept has never called me back when i submit a "search request" This company is terrible. I want my money refunded:

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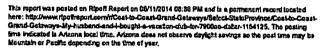
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By consumers, for consumers...

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Total Visits since 1998; 8,922,275,499

Estimated money Consumers saved since 1998; \$1,561,398,212,375

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Report: #1170822

# Complaint Review: Coast to Coast Grand Getaways

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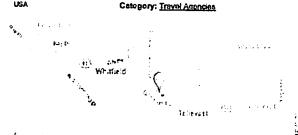
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Submitted: Tue, August 19, 2014 Updated: Tue, August 19, 2014 Reported By: opin4 — Tamarac Florida

Coast to Coast Grand Getawaya 7560 Commarco Ca Seresota, Florida

Phone: (888) 269-0182 Wob: http://www.gograndgeteways.com Again.nanx?or=1



Mes data COOLS doods

Coast to Coast Grand Getaways Bullied into renewing and when i refused i found the charge on my statement anyways. Can't use the service and am dizzy from all the circling around Sarasota Florida

Like < 0 : R+1 Recommend this on Google Threef < 0

REBUTTAL BOX™ | Respond to this Report

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Repair Your Reputation

We went to the Bahamas for our wadding anniversary two years ago. We got lost and when we asked a guy he was nico enough to give us directions. He actually caught the von with us and explained alot of the history of the island as we went. When we reached our stop we were at a very

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pour workday with







LEAR CAPITAL IS A GOOD HONEST BUSINESS' COMMITTED TO '100% CUSTOMER SATISFACTION' S LD MADIFFON, FOUNDIE, EFFORT STORY COUNTY ALTER

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# Mary Marile

Bill O'Rollly Fox News Inaccurate Statements about Ripoff Report

\*UPDATE January 1, 2016 ENVESTIGATION UPDATE Sec County DA Ben Smith Falls to Identify false statements, fails to support accusations w/ clarifications vague sloppy mialeating. Procecutorial Elleconduct



Bon Smith Sac County lows Attorney prosecutorial misconduct, impropor relationship with star witnesses, allowing witnesses to knewingly lie. Tracey Richtor Roborts falsoly convicted, everwhelming evidence leads to evidence leads to cetranged husband Michael Roberts, Reported failed polygraph, witness intimidation, evidence tamporing, lowa Division of Criminal Investigation corruption.



#### Free Tracy Richter

A San's Ploa: "We are humbly asking for your help in our quest for justice for my mother, Tracey Richter. She was falsely convicted of murder in 2011 for defending her family in a house investion that." house inva sion that occured in 2001."

The New "Digital Extertion" is there a Riport Report on you?



olanogoment SEO WARNING! They might contact Reputation



Past Festured Reports

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and that if we just said hi to hi boss he would be paid \$20. Mind you we were both 21 (and apparently cluciose) they sold it as this arrazing vacation opportunity.

#### est Ropley Ad

What a conflits' been almost 2 years and haven't been able to use the vouchers we were offered. We fax things off and nover recieve rapiles. We get promised mailings, we never get them. We signed a contract for over \$8,000 and overy time I call, calls drep I'm transferred to volcemails. When I do get through everyone apologizes but I still can't uso the program.

On the contract it stated that in order to use the program every year wo had to pay a \$200 renowed fee. After the first year we dockded not to renew, I got cells at my office and phone four to five times a day from a guy telling me ! had to pay the renewal or I would be sent to collections, I

road him my contract where it stated it was optional. He left me alone and a few weeks later I find out that my card had been charged anyways.

I'm not able to use,

Vision This 3 Minute Video W Prolitopp mor

line of defense on the internet.

If your business is willing to make a commitment to customer satisfaction Click hero now.,

Does your business have a bad Fix it the dight way Companies Advancey Programme

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Their customer service to hornible and I'm paying through my nose for something that

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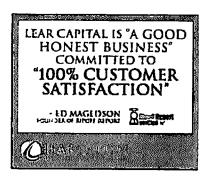
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No! Better yet! Arbitmus to set the record similab!













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### **New Business Request**

		Search ID			4971	9			No Search Nec	25557	<b>,</b>		
		Description				- 1. & Сап J	& Caminero - Ana & Roma & Santos - Grand & Getaway						
		New Client Name											
	N	lew Matter Name	Michael M.	Caminero	v. Grand Getaw	ay Travi	al Service	s, et al.					
		Requested By	Brian R. Cu	mmings			Reque	sted D	ate 9/4/2015 12:00:00	ΔМ			
		Search Reason			ng Client		·		Add Client As Search		. 🗆		
		Cllent			•	Grand	Incentive	s. Inc.					
		Matter				Grand Incentives, Inc.  Michael M. Caminero v. Grand Getaway Travel Services, et al.							
	Client	Case /Matter Creation	Kathleen Fe	e									
Se	erch N	ames											
	Entity Type	Organization Name	First	Middle	Last Name	Role	Relatio nohip	Link Type	Search Terms	Pho neti c		Res olve d	Ctient Name
	Person		Michael M.		Caminero	Adver se Party	Adverse Party	Matte	(Mil /2 Caminero)		0	- <u></u>	
	Person		Ana Roma		Santos	Adver se Party	Adverse Party	Matte r	(Anal /2 Roma) or (Anal /2 Santos)		0		
	Organiz ation	Grand Getaway Travel Services- Orlando Distribute	or			Co- Defen dant	Co- Defenda nt		(Grand /2 Getaway /2 Travel)		0		
	Organiz ation	Grand Getaways Vacation Club				Co- Defen dant	Co- Defenda nt		(Grand /2 Getaway!)		1		
	Organiz ation	Coast to Coast Grand Getaways, LLC				Client	Client	Client	(Coast /2 Grand)		5	<b>V</b>	
	Organiz ation	GT Marketing Group USA, Inc.				Co- Defen dant	Co- Defenda nt		(GT /2 Marketi) or (G-T /2 Marketi)		0		
P	Organiz ation	Coast to Coast				Co- Defen dent	Co- Defenda nt		(Coast /2 to /2 Coast)		6	<b>✓</b>	
	Organiz ation	Grand Getaway Sales & Marketing Inc.	J <b>.</b>			Co- Defen dant	Co- Defenda nt		(Grand /2 Getaway /2 Sale!)		2		
	Organiz ation	Grand Getaway Vacations, Inc.				Co- Defen dant	Co- Defenda nt		(Grand /2 Getaway /2 Vacal)		3		
	ation	Grand Getaways Vacation Travel Club, Inc.				Co- Defen dant	Co- Defenda nt		(Getawayi /2 Vacation /2 Travel)		4		
	Organiz ation	Grand incentives, inc.				Client	Client	Client	(Grand /2 Incentive!)		5	Ø	
	Organiz	Grand Incentives				Cilent	Client	Cllent	(Grand /2 Incentive!		5	$\square$	

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ation	Marketing, Inc	/2 Markett)

### **Conflicts Search**

Results View Detail

Route Results To Brian R. Cummings

Authority Decision Maker

Results 1041 of 1041

Decision Date 9/4/2015

Date Search Run 9/4/2015 2:28:57 PM
Search Run By Michelle Dominguez
Decision Approved
Decision Maker Brian R. Cummings

Narrative No Conflict in the Ruden Elite Enterprise database. Thank you, Michelle Dominguez

Step Date 9/4/2015 2:37:38 PM

#### Search Filters

Foure Scare field	elitari (m. 18	Sanda Paris .		19 St (E. 17 )
Ciub, inc.	• • • • • • • • • • •	0 of 0	<ul> <li>Message of the control of the control</li></ul>	
Grand Getaway Sales & Marketing, Inc.	Co-Defendant	0 of 0	(Grand /2 Getaway /2 Salel)	
Grand Getaway Travel Services- Orlando Distributor	Co-Defendant	0 of 0	(Grand /2 Getaway /2 Travel)	
Grand Getaway Vacations, Inc.	Co-Defendant	0 of 0	(Grand /2 Getaway /2 Vacal)	П
Grand Getaways Vacation Club	Co-Defendant	0 of 0	(Grand /2 Getaway!)	
GT Marketing Group USA, Inc.	Co-Defendant	0 of 0	(GT /2 Market!) or (G-T /2 Market!)	
Caminero, Michael M.	Adverse Party	0 of 0	(Mil /2 Caminero)	
Coast to Coast	Co-Defendant	1022 of 1022	(Coast /2 to /2 Coast)	
Grand Incentives, Inc.	Client	7 of 7	(Grand /2 Incentive!)	
Santos, Ana Roma	Adverse Party	12 of 12	(Anal /2 Roma) or (Anal /2 Santos)	
Coast to Coast Grand Getaways, LLC	Client	0 of 0	(Coast /2 Grand)	
Grand Incentives Marketing, Inc	Client	0 of 0	(Grand /2 incentive! /2 Marketi)	

### Search Assessment

### **Conflicts Search Results**

# Filing # 30316658 E-Filed 07/30/2015 07:49:58 PM FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form shall be filed by the plaintiff or petitioner for the use of the Clerk of the Court for the purpose of reporting judicial workload data pursuant to Florida Statutes section 25.075.

	part for the purpose of reporting judicit							
1.	CASE STYLE IN THE CIRCUIT COURT OF THE <u>NINTH</u> JUDICIAL CIRCUIT, IN AND FOR <u>ORANGE</u> COUNTY, FLORIDA							
		Case No.: Judge:						
Michael Plaintiff	M Caminero, Ana R Santos		<del></del>					
GRANI	vs. O GETAWAY TRAVEL SERVIC	ES ORLANDO	DISTRIBUT	OR. G	RAND GETAWAYS VACTION			
	COAST TO COAST GRAND GE							
	GRAND GETAWAY SALES							
	GETAWAYS VACATION	<u> </u>	B INC, GE	RAND	INCENTIVES INC. GRAND			
	TIVES MARKETING LLC							
Defenda	nt							
11.	TYPE OF CASE			<u> </u>				
•••	2 0. 32	,						
C) Con	ndominium		<u>D</u>	Non-ho	omestead residential foreclosure \$50,00			
	ntracts and indebtedness		П		omestead residential foreclosure \$250,0			
_	inent domain		<del></del>	or mor				
_	to negligence		₽	Other	real property actions \$0 - \$50,000			
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<u> </u>	Third party indemnification				Malpractice - business  Malpractice - medical			
므	Construction defect				Malpractice - other professional			
<u> </u>	Mass tort Negligent security			Other	mapidation control professional			
	Nursing home negligence		_	旦	Antitrust/Trade Regulation			
	Premises liability – commercial				Business Transaction			
	Premises liability – residential			旦	Circuit Civil - Not Applicable			
_	ducts liability				Constitutional challenge-statute or			
☐ Re	al Property/Mortgage foreclosure			_	ordinance			
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旦	\$249,999	,50,001 -		므	Intellectual property			
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☐ Trust litigation

#### **COMPLEX BUSINESS COURT**

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes □ No 🖾 III. REMEDIES SOUGHT (check all that apply): Monetary; □ Non-monetary Non-monetary declaratory or injunctive relief; □ Punitive IV. NUMBER OF CAUSES OF ACTION: ( ) (Specify) 8 ٧. IS THIS CASE A CLASS ACTION LAWSUIT? ☑ Yes □ No VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED? ☐ Yes - If "yes" list all related cases by name, case number and court: VII. IS JURY TRIAL DEMANDED IN COMPLAINT? □ No I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief. Signature s/ Joshua H. Eggnatz FL Bar No.: <u>67926</u> Attorney or party (Bar number, if attorney)

Date

07/30/2015

Joshua H. Eggnatz

(Type or print name)