

U.S. DISTRICT COURT
DISTRICT OF VERMONT
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9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF VERMONT**

13 Athena and Jantha **Williams**, Brian and Judy
14 Glass, Erin and Christy McComack, Richard
15 Rosario, Toby Lee Rutter, Romeal and
16 Angela Stephens, Evette Tribes, Calvin and
17 Sherae Walton, Vincent Yi, Zane and
18 Kalonna Zeigler, Cecilia Iliesiu, Douglas and
19 Kathy Leger, Ronald Lewis, and Joseph and
20 Lisa Manno,

21 **Plaintiffs,**

22 **v.**

23 **HOLIDAY INN**

24 HOLIDAY INN CLUB VACATIONS,
25 SILVERLEAF RESORTS, INC., ORANGE
26 LAKE RESORTS, AND ORANGE LAKE
27 COUNTRY CLUB, INC., AND DOES 1-5
28 AND ROE CORPORATIONS, 1-10,

Defendants.

Case No. 2:19-cv-57

COMPLAINT FOR DAMAGES FOR
FEDERAL SECURITIES CLAIMS;
COMMON LAW FRAUD; CONTRACT
RESCISSION; BREACH OF CONTACT;
ELDER ABUSE; VERMONT CONSUMER
PROTECTION ACT

Demand for Jury Trial, F.R.C.P 38

Date:

Time:

Courtroom:

Judge:

1 Attorney for Plaintiffs:
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1 COMES NOW, the Plaintiffs, by and through their counsel of record, Josh Martin of
2 THE ABRAMS FIRM, to complain of Defendants as follows:

3 This is a complaint for federal claims, claims made for violation of the United States
4 Securities Act and Pendant state law claims, including fees pursuant the Vermont Consumer
5 Protection Act, arising out of the sale of timeshare units to Plaintiffs by Defendants Holiday
6 Inn, Silverleaf and Orange Lake (which includes Orange Lake as the parent company of the
7 other entities, collectively hereinafter referred to by its Flagship name: "Holiday Inn" or
8 "Defendant").

9 Defendant is the owner and manager of numerous timeshare resorts in the United
10 States, including at least one resort in the District of Vermont and having a national sales
11 network with significant contacts in many states. Plaintiffs purchased the units sold to them by
12 employees or agents of Defendant Holiday Inn.

13 During the course of the sales pitch, the salespeople as agents of defendants made
14 various statements relating to the value, use and prospective increase in value of the units
15 purchased. The salespeople also made various promises of goods and services for value and
16 enticed Plaintiffs to purchase units with promises that they were getting a "special" or
17 "severely discounted" purchase price or that Defendant would provide them "credit" to
18 purchase a new unit at a reduced cost.

19 Subsequent to the purchase of the timeshare, Plaintiffs discovered that using the units
20 was virtually impossible or that they had to make plans a year in advance or that the promised
21 transferability to other resorts was not "free" but cost substantially more than represented.

22 Additionally, Plaintiffs realized that the "maintenance fees" both increased
23 substantially each year of ownership and never ended, which was different than what was
24 represented to many of the Plaintiffs.

1 Plaintiffs were guided through the closing of the sales transactions by Pseudo attorneys
2 and or Attorneys employed by defendant, who either misrepresented the law or misinterpreted
3 the law and or overlooked critical terms and conditions of the sale to Plaintiffs' disadvantage.

4 Plaintiffs contend that Defendant's timeshare sales representations were in fact a fraud
5 in the "Offer of" or "Purchase of" Securities and violated the United States Securities Act,
6 federal common law and state law. To the extent that Defendants' agents rendered legal or
7 reasonably understood Plaintiff's to understand that they were doing so, Defendants engaged
8 in the Unlicensed Practice of Law (UPL). Additionally, Plaintiffs allege that the calculation of
9 damages are subject special damages and attorney fees pursuant to the Vermont Consumer
10 Fraud Act.

11 A.

12 **JURISDICTION AND VENUE**

13 This Court has jurisdiction over this dispute pursuant to 28 U.S.C. §1332(a) because
14 this complaint seeks damages for each Plaintiff well in excess of \$75,000 exclusive of interest
15 and attorneys' fees, all are in the hundreds of thousands with Punitive Damages calculated,
16 which arise under several of the causes of action herein (see Section VIII). Additionally, there
17 is diversity among the parties meeting the requirements of §1332(a).

18 This Court also has jurisdiction pursuant to Sections 20(b), 20(d)(1) and 22(a) of the
19 Securities Act of 1933 ("Securities Act"), 15 U.S.C. §§77t(b), 77t(d)(1) & 77v(a) and Sections
20 21(d)(1), 21(d)(3)(A), 21(e) and 27 of the Securities Exchange Act of 1934 ("Exchange Act"),
21 15 U.S.C. §§ 78(u)(d)(1), 78u(d)(3)(A), 78u(e) & 78aa (and their Federal Law cited herein).
22 Defendants have, directly or indirectly, made use of the means or instrumentalities of
23 interstate commerce, of the mails, or of the facilities of a national securities exchange in
24 connection with the transactions, acts, practices and courses of business alleged in this
25 Complaint.
26

1 The Court has jurisdiction over pendant state law claims pursuant to 28 U.S.C. §1367,
2 the Supplemental Jurisdiction statute, because the state claims are so related to the federal
3 claims and arise out of the same case and controversy.

4 Venue is proper in the District of Vermont pursuant to 28 U.S.C. §1391 (b)(1) because
5 Defendant resides in the District and under 28 U.S.C. §1391(c)(2), because Defendant is
6 subject to personal jurisdiction in the District.

7 Venue is also proper in this District pursuant to Vermont Law, and Section 22(a) of
8 the Securities Act, 15 U.S.C. § 77v(a), and Section 27 of the Exchange Act, 15 U.S.C. § 78aa,
9 because certain of the transactions, acts, practices and courses of conduct constituting
10 violations of the federal securities laws occurred within this district, and Defendant resides in
11 this district.

12
13 **B.**

14 **PARTIES**

15 Plaintiffs, Athena and Jantha Williams, are residents of the State of New York.

16 Plaintiffs, Bryan and Judy Glass, are residents of the State of Georgia.

17 Plaintiffs, Erin and Christy McComack, are residents of the State of Texas.

18 Plaintiff, Richard Rosario, is a resident of the State of Texas.

19 Plaintiff, Toby Lee Rutter, is a resident of the State of Texas.

20 Plaintiff, Romeal and Angela Stephens, are residents of the State of Illinois.

21 Plaintiff, Cecilia Iliesiu, is a resident of the State of Washington.

22 Plaintiff, Evette Tribes, is a resident of the State of Texas.

23 Plaintiffs, Calvin and Sheray Walton, are residents of the State of Michigan.

24 Plaintiff, Vincent Yi, is a resident of the State of Georgia.

25 Plaintiffs, Zane and Kalonna Ziegler, are residents of the State of Texas.

1 Plaintiffs, Douglas and Kathy Leger, are residents of the State of Texas.

2 Plaintiff, Ronald Lewis, is a resident of the State of Texas.

3 Plaintiffs, Joseph and Lisa Manno, are residents of the State of Missouri.

4
5 The above listed Plaintiffs sue in their individual capacity and in their capacity as
6 spouses to the extent that any principles of Community Property law or other laws regulating
7 marital property may apply to their joint assets or debts.

8 Plaintiffs are joining together in a “Plaintiff’s Group”, where consolidation is
9 judicially efficient because of the same Defendant and same claims (many share all [or all but
10 one], causes of action) and very similar and like factual patterns due to Defendant’s conduct
11 that occurs in multiple sales facilities, yet all have substantially similar claims, where certain
12 patterns of ‘fraud schemes’ are all pled with particularity herein, including UDAAP
13 equivalent abusive sales practices and predatory lending practices.

14 Defendants, collectively herein known as *Holiday Inn (the Orange Lake Country Club,*
15 *Inc. parent corporation et. al, including its subsidiary Silverleaf Resort, Inc. and dba names*
16 *selling the parent company’s timeshare products, specifically including its flagship name:*
17 *“Holiday Inn”*) are all under State Corporations incorporated in Florida State, with principle
18 places of business located in Florida, but registered and conducting business within the
19 District of Vermont. Defendant is in the business of developing and selling vacation
20 timeshare real estate “units” and/or membership “points” [terms of art] in various locations
21 across the United States, including a large network of resort accommodations and component
22 sites that are all located within the State of Vermont.

23 DOES I through V, and ROE CORPORATIONS I through V are persons or entities,
24 currently unidentified, which in some way participated in the violations of law committed by
25

1 Defendant. Plaintiffs will seek leave to amend this Complaint when the true names and
2 identities of the DOE and ROE CORPORATION Defendants have been discovered.

3
4 C.

5 **SUBSTANTIVE ALLEGATIONS**

6 At the Timeshare sales presentations (the point-of-sale), the Defendant’s Sales
7 Representatives made all of the following untrue, deceptive & misleading statements and
8 representations:

9 1. That the timeshare was “valuable” and would be always be a “good
10 investment” as a long-term “asset” that could be resold for a “profit” due to appreciation.
11 However, the Plaintiffs herein later discover that there is no promised market value, thus
12 resales are not possible, and some have testified to seeing thousands of timeshares on eBay
13 (and or Craigslist) for only \$1.00, and they are still not selling, for even \$1.00.

14 2. That Consumers (Plaintiffs herein) were told by the sales persons that
15 they must buy that day and if they did not purchase at that time, the price would be many
16 thousands of dollars more (a deprived benefit of a monetary penalty for not buying that day).

17 3. That the Timeshare was “easy to sell” because it was so “valuable and
18 desirable” and that Defendant would help them resell or take the timeshare back if the
19 Plaintiffs no longer wanted it, which the Consumers learn years later is untrue, when they call
20 to try to invoke their promised rights.

21 4. That the timeshare maintenance fees either (1) do not go up at all (fixed),
22 or (2) would go up very little. However, regular escalation of yearly maintenance fees is
23 commonplace.

24 5. That Plaintiffs were not told about successor liability when they die, and
25 all that Plaintiffs were told, was that this timeshare was a valuable “asset” or a “legacy”, and
26 that at the Owners’ option “could” be put in their Will and that the Owners (Plaintiffs) “can”
27

1 decide who gets it in their Will. As a result, none of the Plaintiffs knew the truth that, despite
2 any *possible future act* (making a Will or a Codicil if a Will exists), the Timeshare Contract
3 being fully executed that day, would already eternally bind all of their children (as
4 “successors”) to be jointly & severally liable for the ever-increasing debt, continuing to their
5 children’s children for generations to come.

6 6. That because Plaintiffs would own prime resort “property”, they could
7 make “rental income” that would be more than was paid every year in maintenance fees.
8 Some Plaintiffs were told it would pay the Maintenance Fees and the Mortgage, and still have
9 a residual balance left over for “profit”.

10 7. This indicated that Plaintiffs could “make money” (as Representatives
11 stated) by renting their timeshare. However, Plaintiffs discovered much later that they cannot
12 reserve a vacation and book a room for themselves even. They are also not told that the
13 reservation costs will be hundreds of dollars more (non-refundable) to book for persons who
14 are not owners [resort reps had falsified rental income to offset costs].

15 8. That the sales representatives stated that once you become a timeshare
16 “owner” then anytime, anywhere booking would be “easy” which is ardently refuted by
17 Plaintiffs, where bookings are restricted to 11 months out and none of the destination
18 locations, nor the 5 star resorts (often specific Resorts), that were promised at the point-of-
19 sale, were available in actual and repeated attempts to get what the Consumers (Plaintiffs
20 herein) paid tens of thousands for, and unwittingly obligated themselves and their family for
21 hundreds of thousands of dollars into the future.

22 9. That the details of the purchase were not fully disclosed to the Plaintiffs
23 and that they were not provided an opportunity to consult independent legal counsel or
24 outright prevented from seeking outside legal counsel or provided Holiday Inn or other
25 Defendant “legal counsel” who explained some sales terms and conditions, but overlooked
26

1 others, and who did not seek authorization or inform Plaintiffs that the Attorney of the
2 Defendant's provision of "assistance" was a potential or actual conflict of interest in their
3 providing legal counsel in explaining and closing the timeshare sales contract.

4 10. At best, "owners" received only heavily advanced bookings (11 months)
5 for what was often meager "Motel-like" accommodations in unwanted locations that they
6 were *told* were the only rooms available, yet the "public" can readily book (consumers view
7 on Expedia.com and elsewhere on the Internet) immediate reservations anytime, including the
8 next day, and that is the same accommodations and amenities that the "owners" (Plaintiffs
9 herein) had originally desired, and were promised at the point-of-sale if they only became
10 "owners", but in practice had extreme difficulty booking once they became "owners".

11 11. That some Plaintiffs were told they would receive better amenities as
12 "owners", and some of the Plaintiffs took tours of the type and quality of room
13 accommodations that they would "always" stay in, but in real application, these benefits of
14 ownership were exposed as more layers of Bait & Switch Fraudulent Inducements for the
15 sole purpose to advance a sale of a unit.

16 12. That for some of the Plaintiffs, they were involved in Secondary fraud
17 & deceit to sell "Upgrades" (thousands of dollars) for the sole purpose of resolving prior
18 deficiencies which in fact were created [to cause the need for a future Upgrade] by the same
19 Defendant at a prior sale. And for some this Upgrade process repeated itself several times;
20 however, the new Upgrade(s) never resolve the prior problem or deficiencies they are
21 purported to fix.

22 13. That "Upgrades" purchased by Plaintiffs often more than double the
23 victim's fees, and always increase the fee, with often many thousands paid in a down
24 payment and large Mortgage balances sometimes in the tens of thousands.

1 that are all pled with particularity. There are varying degrees of noncompliance of 1-4 above,
2 however, 1, 2, 3 and 4 (above) apply to all Plaintiffs herein.

3
4 ***Brian and Judy Glass***

5 Brian Glass is a military veteran and received a Medal of Commendation. In 2016 the
6 Glasses (hereinafter “Plaintiff’s”) purchased what they were told was a “piece of real
7 property” which was a “unit” that was called “real estate” and was guaranteed for one week
8 out of the year for a 3 Bedroom, 2 Bath accommodation anywhere, anytime at all Holiday
9 Inn Resorts and through trades at 5-Star resorts worldwide through Defendant.
10 [“units” and “points” are terms of art, where claims of valuable real estate “units” are used to
11 deceive purchasers who receive the underlying “points” used for booking, which never
12 (herein) are able to achieve the specified use rights promised at the point of sale].

13 *Sales Presentation – by a “Church Deacon”*

14 Plaintiffs were subjected to a 5-hour presentation before making the purchase. Their
15 sales representative, Leo Alvarado, claimed he was a “Church Deacon” in order to gain
16 Plaintiffs trust. His wife even called during the sales meeting to say, as told by Alverado:
17 “she was praying that you getting the timeshare would be God-blessed with a positive
18 outcome for your lives.”

19 Alverado presented the Plaintiffs a unit with an initial cost of \$28,000.00, which the
20 Plaintiffs rejected. Thereafter, a manager came in the room and offered the Plaintiffs a new
21 price of \$16,000.00 for the same number of “points” (96,000) as the former higher priced
22 unit, but they could only receive such a price reduction if they purchased the unit “today” as
23 instructed by management.

24 *Contract Signing*

25 During the contract signing a “Quality Assurance” Holiday Inn staff person
26 summarized the legal terms of the contract with the Plaintiffs. This took around 10-15

1 minutes. Holiday Inn representatives told them what they would do on vacations every year
2 (Reps said “only pay the mortgage”).

3 They were told that once they paid the timeshare mortgage off, that they could take
4 vacations for the rest of their lives, “for free”. However, the Plaintiffs were not made aware
5 of annual maintenance fees of \$700 per year and a \$200 booking fee. In reality, there would
6 be no “free vacations”- ever. The Plaintiffs essentially paid \$16,000.00 for the right to take a
7 \$1,000 paid vacation every year.

8 *Points Use – Extra Fees & Restrictions*

9 The sales representative told the Plaintiffs the 96,000 “points” they purchased would
10 get them vacations “anywhere, anytime,” and into “any 2- or 3-bedroom size room they
11 needed”.

12 Plaintiffs were not aware how little the number of “points” they had were worth until
13 they tried to book a vacation. In 2017, Plaintiffs booked a vacation in Orlando, Florida, but
14 had to *borrow* against the next year’s points in order to have enough points for the trip.

15 Plaintiffs had to pay a \$200 fee for the week, \$200 to book the room and a \$700
16 maintenance fee (\$1100). And after high-interest and fees, about a \$40,000 cost in 10 years.

17 Plaintiffs were not told they would have to pay for any amenities, booking, or
18 maintenance fees during the presentation or the Contract’s signing the First year.

19 The Plaintiffs were also told they would receive “double” the points purchased for
20 signing up. When they called several weeks later to use the points, they were told they had
21 to make six (6) full payments prior to receipt of the bonus points, which was not disclosed to
22 them during the 5-Hour presentation at the point-of-sale.

23 It was also not disclosed to the Plaintiffs, that there was also a “waiting period”
24 before any unit bookings could be made.

25 *The Room Assigned*

1 *Successor Liability*

2 Unknown to these Plaintiffs, the timeshare Contract would automatically bind future
3 generations of their family to the ever-rising maintenance fees under the “successors” clause,
4 where Holiday Inn could go after one or two of their Daughters. when Brian and Judy Glass
5 pass away.

6 ***Erin and Christy McComack***

7 In January 2015, daughter Erin McComack and mother Christy McComack
8 (Murphree), hereinafter “Plaintiffs”, believed they bought a “deed” to property at a
9 Silverleaf resort.

10 A very short time later, Erin and Christine attended what they were told was an
11 “Orientation Meeting” in order to learn how to use their timeshare they had just purchased.

12 The Plaintiffs did not even know that they had bought “Points” and also found out
13 from the reps that the timeshare they purchased just about a month ago, they were being told
14 is a deficient amount of points [useless] for travel.

15 The meeting turned out to be a 4-Hour high-pressure sales presentation where,
16 though they entered in hopes they could get out of their barely one-month-old original
17 contract, instead they left with an “Upgrade”

18 The word “Upgrade” is term of art for secondary sales after breaches of preexisting duties
19 promised in a prior sale(s), where the resort again misrepresents benefits to perpetuate the
20 *cycle: need & promised fulfillment*. Upgrades are typically Novation Contracts. Many
21 Plaintiffs had 2-3 upgrades for tens of thousands more in loans & fees, where Defendant
22 claims they are somehow needed to fulfill prior promised benefits.

23 *Real Estate v. Points*

24 Plaintiffs were at first told they had purchased “real estate”, but instead found out
25 they purchased “points” and only realized that it was a point system after they had already
26

1 signed off on to the initial timeshare contract. Plaintiffs were invited to an “Orientation
2 Meeting,” where they learned for the first time the timeshare uses points. They only agreed
3 to the Upgrade in order to obtain unit usability, which now required more points.

4 Plaintiffs asked at the upgrade meeting if the resort would take the previous “points”
5 back (since they didn’t work as promised) and they were told “No.” The Sales
6 Representative then said they were just trying to make it right and just so happened to have
7 whatever it was they were concerned about. By the time of the signing (4-Hours later), the
8 Plaintiffs were exhausted and starving and just wanted to leave.

9 *Contract Signing*

10 During the rapid contract signing process at the end, the representatives controlled
11 everything and merely summarized the terms of their contract instead of Plaintiffs being
12 given an opportunity to review the terms themselves. By the time Plaintiffs signed the
13 documents, they were stressed and hungry. The representatives would merely point to parts
14 of the contract and say, ‘this means this,’ briefly summarizing the terms using their own
15 words.

16 Plaintiffs were told by one of the representatives that the maintenance fees for a
17 timeshare she owned had never gone up during the time she had her unit. This gave
18 Plaintiffs the impression that their maintenance fees would similarly see no increase.
19 However, Maintenance fees have gone up far more than Plaintiffs expected.

20 *Trades - Exchanges*

21 Plaintiffs were particularly interested in using their points at resorts worldwide,
22 which they were told by resort reps was included in the purchase of their unit. Access to the
23 5-star resorts available through trades was a fundamental selling point for Plaintiffs. They
24 later learned that using the trading is practically infeasible due to the points and fees required
25 to book a room.
26

1 A sales representative asked them “where they wanted to go” and pointed out Hawaii
2 and Paris as possible locations. Plaintiffs wanted more trading benefits for different
3 locations. Plaintiffs were repeatedly told, and thus believed that they were purchasing more
4 points and thereby more trades and usability as elaborately described by the reps.

5 Plaintiffs never realized that trading would be so difficult. Availability is a big
6 problem because it is basically impossible to find a date so far in advance of their vacation
7 (11 months). Plaintiffs thought the trades were part of the deal and didn’t realize there would
8 be extra fees and costs associated with using trades. In reality, Plaintiffs did not even have
9 anywhere close to enough points to go to Hawaii or Paris with the points they were sold.

10 *Rescission Rights Blocked*

11 The Plaintiffs may have been deceived trying to get of the Upgrade (a novation
12 Contract which makes it the *only* Contract), because Defendant Reps said they could only
13 get out within 7 days of the Contract (meaning the original Contract); however, the
14 Upgrade/Novation/Only Contract was able to be cancelled despite the fact it was “beyond 7
15 days after the contract” [i.e. the original contract date about a month prior].

16 *No POS Review*

17 The Plaintiff was not given a Public Offering Statement (POS) to review prior to the
18 purchase, with adequate or any time to review prior to their sales-oriented discussions or the
19 actual purchase and contracting for the purchase of a timeshare. She recalls that after the
20 presentation and signing: *I got a huge stack of papers but I do not recall being given any*
21 *time to read it.*

22 *Successor Clause*

23 The successor clause of Erin and Christine’s contract was misrepresented to them at
24 the point-of-sale. Timeshare’s disposition upon demise, to here Reps said Plaintiffs as
25 owners “**can** pass our investment on to our heirs.”
26

1 Plaintiff recalls:

2 *They said it was valuable and something our kids would want. We pay \$400 a month since*
3 *the upgrade and about \$90 in maintenance fees every month. The sales representatives never*
4 *said if we die we would be forced to pass it on, and I would not have purchased if I had*
5 *known I couldn't sell it and would be forced to pass it on.*

6 ***Richard Rosario***

7 In 2017, Richard Rosario was 24 years old and persuaded to buy purchased a
8 timeshare from the Defendant, Holiday Inn Club.

9 Plaintiff signed up because he believed in Holiday Inn's promises that he would: (1)save
10 money on vacations, (2) make money on the unit, (3) have more freedom for vacation
11 destinations, and (4) have an easier time traveling by purchasing the unit, than without it.

12 These representations over time were each eventually discovered to be false.

13 *Sales Presentation – Profit - Resale*

14 The representative said the presentation would last "1 hour" but it lasted four hours
15 (4-Hours). The Plaintiff travels out of town a lot because of employment. The Plaintiff took
16 the Defendant representatives' statements at face value when they directly said that he would
17 be saving money instead of spending money, and that he could profit substantially from
18 renting the timeshare out to other people.

19 The Holiday Inn reps ("Samis", his Manager and the Quality Assurance closer) all
20 coordinated upon the sale. Plaintiff started with "Samis" who claimed to own his own unit
21 and can travel a lot more and help out his family and can vacation better than his friend who
22 is a doctor, but Samis could go to better places that the doctor can't get into.

23 Defendant's salesman and manager both said that the timeshare was "desirable" and
24 when Richard decided that he was done with it someday, "everyone would want to buy it"
25 and he could just "sell it like a home" as reps repeated stated to the Plaintiff.
26

1 A Quality Assurance person toned down the pressure tactics and was described by
2 Plaintiff as “laid back”. However, she only spent 15 minutes and controlled the signing of a
3 huge amount of paperwork that was very different than promises made. Noting, all 3 reps
4 said it would be easy & profitable to sell.

5 *Value – Returned Inventory*

6 The sales representative described how Plaintiff would be getting the timeshare at
7 “below market value” because “someone else just upgraded and had been paying on it.”
8 Thus, equity was recouped by the purchase of the paid-down unit.

9 However, the “unit” is just “points” and there is nothing that exists to be “paid-
10 down” because it is just points.

11 *Promised Valuation v. Actual Use Rights*

12 The promised Use to the Plaintiff was for amazing resorts. Plaintiff recalls:
13 *They had resorts and hotels I could stay at in Asia, Europe, the Caribbean Islands and*
14 *beaches in South Carolina, so that families and regular people can leave what the Holiday*
15 *Inn people called, “a legacy” for their children.*
16 *I travel all the time for business. They said I could save money on hotel instead of spending*
17 *it. But the points couldn’t cover it when I tried I only got 1 weekend for all my points and*
18 *that’s not what I signed up for.*
19 *I’m having to travel less now than I was before and that was the whole point of getting it;*
20 *more travel, more flexibility, saving money, none of this turned out to be true.*

21 The Plaintiff’s *promised Use Rights* were for frequent hotel bookings and occasional
22 resort weekends, and both with better flexibility than online or 3rd parties could provide.
23 However, the *actual Use Rights* are not as promised. Plaintiff obligated himself to about
24 \$50,000 in just over 10 years (with very high interest and rising fees) for 5-Star luxury
25 resorts anywhere & anytime, but not \$50,000 for 1 weekend a year where decent places are
26

1 all “fully booked” inventory and for anything, dates are highly restrictive (including 11
2 months in advance), making travel impracticable.

3 *IRS Tax Law Advisement*

4 The contract closer for Holiday Inn said she was an insurance person who knew the law and
5 proceeded to advise on Carolina Tax Law and IRS Tax Law. It was convoluted, but because
6 South Carolina has lower tax rates, the Plaintiff could use whatever he paid off on the
7 timeshare as an “IRS Tax deduction”

8 *No POS*

9 The Plaintiff was not given a Public Offering Statement (POS) to review prior to the
10 purchase, with adequate or any time to review prior to their sales-oriented discussions or the
11 actual purchase and contracting for the purchase of a timeshare.

12 *Successor Liability*

13 Plaintiff was told the offer was “only good for that day.” The representative put
14 pressure on Plaintiff by claiming that “he would never get anything close to this price again
15 if he did not buy today.”

16 The representative went on to say, “you can pass this along as an inheritance to
17 family once it is paid off.”

18 They never disclosed to Plaintiff that it would become forced debt (Mortgage and
19 Maintenance Fees) upon his “successors” (adult children and their children...), happening
20 automatically upon his demise, which could happen the next day.

21 If they had told him, he has fervently stated that he would not have agreed to the
22 purchase.

23 When it came to actually using the timeshare, Plaintiff only had enough points to
24 cover a single weekend stay. Additionally, none of the representatives ever explained to him
25 that there were only certain places he could stay when using points.
26

1 Plaintiff is traveling less now than he was for work at the time of the purchase when
2 easy travel was the whole point of purchasing the unit. Plaintiff is not getting the benefit of
3 his bargain. If the representative had explained what he would later learn on his own, he
4 would not have agreed to enter the timeshare contract.

5 *Toby Lee Rutter*

6 Toby Lee Rutter purchased his unit from in August 2016. Toby Rutter was forced to
7 sit through an aggressive and misleading high-pressure eleven and a half (11½) hour sales
8 presentation and very rapid contract signing.

9 Ultimately, the Plaintiff relented to the purchase because he believed the expert
10 representations made to him by his sales representative regarding the quality of the
11 accommodations, the ability to trade and use the interest, its marketability and expected
12 appreciation, and also because the Plaintiff was truly afraid of upsetting the salesperson.
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1 *The Sales Presentation*

2 At the time of the purchase plaintiff was on vacation, when he arrived at the Resort
3 he was told that Holiday Inn had just bought Silverleaf, so there are some new rules that they
4 wanted to go over with him, where Holiday Inn would give him \$50.00 for ninety (90)
5 minutes.

6 Plaintiff's girlfriend was with him and he did not want to go to the sales presentation,
7 but he promised he would go and learn about the "new ownership" in the morning, then
8 spend the rest of the day with her.

9 Plaintiff's appointment was for 10:00 a.m. The Resort Rep asked him what he didn't
10 like about his timeshare? He said one of the biggest things is that whenever he calls to book
11 the unit, he is told that they didn't have anything available, and it's frustrating, because he
12 could hardly get any time at the timeshare.

13 The representative said, "the week system at Silverleaf is faulty. The points system at
14 Holiday Inn is better."

15 The reps showed the Plaintiff a book of resorts in Florida and shared with him how
16 the points system works. They shared with him that, "20,000 points today is still going to be
17 20,000 points in fifty (50) years because inflation not going to affect the points system."

18 *The Sales Person – Fear of Violent Outbursts*

19 Plaintiff's sales representative was very domineering during the sales meeting. He
20 told Plaintiff he was an Iraq War veteran. Plaintiff noticed he might have been going
21 through a flashback or something like PTSD during the sales meeting because he looked
22 very intense. He then told Plaintiff in the meeting that he has emotional "triggers". Plaintiff
23 saw in the sales person's eyes what he believed to be a trigger coming on, so rather than
24 engage him he just calmed him down and said, "it's ok, I'm sure these numbers are ok."
25

1 The Sales Representative kept pressuring him and asked him if he believed these
2 numbers. Plaintiff said, "I don't, but I don't need to." Plaintiff eventually said, "Yeah I
3 believe it" just to keep sales person from triggering. He was described as, very aggressive
4 and scaring the Plaintiff.

5 Plaintiff was frustrated because cell-phone reception was bad at the location of the
6 sales meeting, which has happened lots of Defendant's sales rooms. It was hard to
7 communicate with his girlfriend to consult with her about the purchase. There were
8 numerous paperwork delays.

9 Plaintiff was exhausted and tired, not provided lunch, nor dinner; and he was
10 intimidated by a mentally volatile combat vet, thus, he finally gave in. By the time the deal
11 was signed the ordeal lasted from 10:00 a.m. until 9:30 p.m. at night (11½ hours).

12 *Bait & Switch*

13 The timeshare owned was not the one Plaintiff was sold.
14 One of the misrepresentations that Holiday Inn sales representatives told him was that the
15 timeshare he was purchasing was directly comparable to the resort, and room
16 accommodations and style, even the "immaculate view" at the resort where the presentation
17 was taking place.

18 Well after the Plaintiff purchased the unit, he decided to look at the room and view,
19 so he went to the resort where his timeshare was located and learned for the first time that he
20 was sold a hotel room rather than a luxury resort unit.

21 Plaintiff recalls:

22 *The resort where the presentation was taking place was beautiful, the view was immaculate.*
23 *The architecture was amazing. The representative looked into the system and found a unit in*
24 *Missouri. I asked, why not a unit here? And he said he can't sell it yet, because it's not*
25 *finished.*

1 resorts there.” They told him about Florida and said he can go to their main Orange Lake
2 resort. They said that on a points system there won’t be problems booking because he won’t
3 be competing with other people. These were all deceptions.

4 *The Point System and Valuation*

5 The Point system is best they said because, “You can book at any resort, take any
6 cruise and can travel to even more exotic places.”

7 About five weeks after Plaintiff purchased the unit, he had friends visit. He asked if
8 he and the friends could stay at the property, and they said, “We’re in the middle of
9 transition, we can’t let you do that.” This was beyond the timeframe of when they told
10 Plaintiff he was supposed to have access to the unit. It was very embarrassing for Plaintiff.

11 Plaintiff has not been able to book time anywhere. He inquired about the Hotel in
12 Iceland, and they said they actually didn’t have anything there at all that he could exchange
13 with.

14 Plaintiff was also told that he was purchasing a valuable asset that would
15 undoubtedly appreciate in value, the reality of which is there is no market value as was
16 promised by the Holiday Inn reps.

17 *Rental Income*

18 Plaintiff recalls,

19 *They said it’s easy and profitable to rent with the points system.*

20 *You just give your points up and Orange Lake arranges it or I can just give others the*
21 *points.*

22 *They said it will be so easy to do with the points.*

23 *The reps said that some people rent it out and it pays for a whole year of their mortgage*
24 *payments.*

25 *IRS Tax Law Advisement*

1 A year later, while attempting to get a hold of the Fox River deed, the representative
2 had a better idea and sold them a second timeshare with assurances of trading at Fox River,
3 only for the Stephens to have more and more problems trying to actually use this Fox River
4 priority booking method.

5 *Triple the Amount Paid*

6 Finally, Silverleaf cleverly reached out to the Stephens to lure them into, yet another,
7 4th Upgrade with Fox River being the end result. Desiring to have a resort close to home to
8 fit their lifestyle as Fox River did perfectly, the Stephen's were duped into an elaborate
9 scheme where they nearly tripled the amount originally paid.

10 Plaintiff recalls:

11 *Andy was our sales guy, he gained our trust along with Zack the finance officer. They*
12 *carried themselves as professionals, they were charismatic and downplayed the last*
13 *Representative that we purchased from... they would say... it is such a shame what the last*
14 *Representative did.*

15 *The Sales Presentation*

16 The last presentation was an eight (8) hour ordeal resulting in Silverleaf having to
17 book a room for these tired Consumers. When it was time to sign the Contract, it happened
18 in a flash.

19 Plaintiff recalls:

20 *The last time we were there at least 8 hours, we were there until 11 pm at night. It would*
21 *start with one person, then another person, then another person and then sometimes the first*
22 *person would come in and sit in on it. They would change people, all with different angles*
23 *and all coming at us very hard.*

24 *Contract Signing*

1 The contract signing was extremely fast, as Reps would say “this paper you already
2 know about” or “we spoke about this already, so you can just sign.”

3 Multiple representatives were tag teaming the Plaintiffs to handle any possible
4 questions raised, and now their deal-saving replies have been discovered as false. Volumes
5 of paperwork came after many hours of sales-oriented activity, and most particularly the last
6 several hours of grueling high-pressure sales (constituting many hours of wearing the
7 consumers down). The Closer picked up the pace dramatically to hurriedly sign them fast,
8 and not to read the documents, nor point to its key clauses, but rather act as their *de facto*
9 *Legal Advisor* who explained with interpretive generalizations what the legal clauses content
10 supposedly said and thereupon advised they sign.

11 *Purchasing a Foreclosure is a “Deal”*

12 The ongoing pitch for years was to offer a foreclosed property that was worth *far*
13 *more* money at a special selling price for these particular consumers. Plaintiffs took the Bait
14 as specific amounts were thrown out, making this seemingly valuable property worth the
15 long-term “investment” profit.

16 Plaintiffs were always told they were getting the property for far less than the market
17 value.

18 Plaintiff recalls: *In the last upgrade they told us it was worth \$80,000 then another*
19 *person would come in and look at our paperwork and say, “You are getting this, wow I can’t*
20 *believe they are offering this to you.” They kept telling us how much it was worth. They said*
21 *the property at Fox River was \$80,000.*

22 *Valuation and Marketability*

23 These consumers (the Plaintiffs) were told that they could make a profit on the
24 purchase, and as the Plaintiffs recall: *they would say we can’t tell you how much, but we*
25 *know you can get \$87,000 or at Fox River a “Presidential” could run you \$90,000. What*
26

1 *made us seek out this Fox River deal was that originally, they said it would be \$100,000*
2 *plus, and when they came to us for the amount they were selling, we thought this was a deal*
3 *and we were getting equity for the two we had previously purchased. They said it would be*
4 *“easy to sell” because of the value and it was so desirable.*

5 The reality is there is no value for resale. In the presentation, promises were made
6 regarding income streams when renting out extra weeks. With health failing and incomes
7 decreasing, these Plaintiffs desperately needed this extra money and have now discovered
8 that the market simply does not exist for this type of timeshare “rental” income.

9 When Mr. Stephens lost his job and when Angela Stephens was forced into
10 retirement from her COPD they really could have used the rental income that was promised
11 to induce the sale. Renting was represented as easy and profitable, however it was not and
12 Reps were well aware of this when obtaining contract assent.

13 *Exclusive Use*

14 It was represented to Plaintiffs that their unit was exclusive to owners. In fact, the
15 Stephens have discovered that you could book it yourself, or through a travel agency, i.e.,
16 these accommodations are open to the public.

17 *Rescission Clause*

18 After 4 different transactions, the Sales Representatives never discussed Rescission
19 clause either. On the first sale, the Stephens wanted to close the deal, and on the second and
20 third sale absolutely nothing was said about Rescission. Plaintiffs recall:

21 *They never explained our right to cancel. I have never heard of this through any of*
22 *the upgrades. We would have cancelled after the forth sale.*

23 *No POS*

24 This Plaintiff is no exception to the rule forged by the Defendant, at all entities and at
25 all levels:
26

1 Defendant has never provided even one Public Offering Statement to any of the Plaintiffs
2 herein that was timely before the Timeshare Purchase negotiations and/or contract review
3 and signing, so that the Plaintiffs could read the contents—which obviate certain lies and
4 deceptions, as well as provide certain essential consumer rights, warnings and statutory
5 protections provided under the law—all of which every single Plaintiff was deprived of by
6 such *systematic procedures* that deprive the ability for Consumers to receive their rights and
7 protections in a predatory fashion, along with the Defendant’s ingrained *systemic mindset* to
8 Abuse Consumer Rights, as evidenced by Defendant’s acts of Fraud upon all Plaintiffs
9 herein.

10 *Successor Liability*

11 Plaintiff said “Hell no” to being told by the resort about forced maintenance fee
12 liability to her child and her husband’s two children. She said, “life is hard enough already,
13 no way, my kids have nothing, I would have never done this to them.

14 *Evette Tribes*

15 Evette Tribes was 24 years old and her mother (now deceased) purchased the
16 Timeshare, initially from Silverleaf bought out by Holiday Inn, Plaintiff was in the sales
17 office for over four (4) hours and they did not provide them with any food or let them leave
18 and discuss the purchase.

19 She has owned it over six (6) years, is just now is discovering the full extent of the
20 Fraud perpetrated against her and her deceased mother, and uncovering the undisclosed
21 Liabilities, and like so many, has spent thousands to tens of thousands and haven’t even used
22 it more than once, or zero (0) times, as is the case here.

23 *Buying Paid Down Inventory*

1 When Plaintiff called back Silverleaf, at that time they told her that they don't deal
2 with timeshare resale companies (the opposite of Silverleaf's prior advice which was relied
3 upon to pay off the Mortgage).

4 *Contract Signing and Inheritance*

5 At the contract signing a professionally dressed woman came in the room and went
6 over the contract with Plaintiffs. Plaintiff recalls:

7 *She hit the highlights and summarized certain parts, but didn't let us read through*
8 *the whole contract. It took less than 15 minutes to review and sign the contact.*

9 *We trusted that with all the questions answered by the Silverleaf Holiday Hills*
10 *people, that they were telling us what we needed to know.*

11 *The purchase price was supposed to be \$10,500 but, in the end, it cost us closer to*
12 *\$18,000. We have never used the timeshare and my mother passed away. I am a receptionist*
13 *at a doctor's office and I am expecting my first child. I cannot afford these payments every*
14 *month.*

15
16 *Rescission Rights*

17 The Sales Representatives, including the contract closer, never disclosed Rescission
18 clause to the Plaintiff. It is thus possible that a cancellation would have occurred had there
19 been notice of such consumer protections, which by itself creates an aura of suspicion, *for*
20 *questioning: why is the law protecting consumers in timeshare purchases?*

21 *No POS*

22 This Plaintiff was not provided a timely copy of the Public Offering Statement (POS)
23 before the Timeshare Purchase negotiations and/or contract, including its execution. Thus,
24 Plaintiff was deprived certain consumer rights, critical warnings and statutory protections
25 provided under the law due to Defendant's purposeful acts.
26

1 *Concealed Costs of Use & Discount Inducements*

2 Plaintiffs were told that purchasing the unit would be an easy and cheap annual
3 vacation, with easy booking and that booking themselves would be more costly and take
4 more time. None of this was true.

5 Sales reps further told the Plaintiffs that they could get discounts on plane tickets and
6 Holiday Inn hotels, but when Plaintiffs tried to go to a Holiday Inn for a weekend and told
7 them they were Holiday Inn Club Members, the Holiday Inn hotel staff had no idea what the
8 Plaintiffs were talking about and they didn't get the promised discount.

9 Using the timeshare was extremely complicated, however, the reps had said that
10 Plaintiffs can use the unit "anywhere in the world".

11 However, it is not that simple and there is a significant amount of booking and resort
12 fees included that they were not listed in the calculations performed at the presentation table
13 (a so called: "Deal sheet").

14 Plaintiffs tried to go to a resort within hours from their home and the fees were
15 another \$258.00 (for just a weekend) in addition to what they already were spending on the
16 Mortgage and Maintenance Fees, so it was prohibitive.

17 *Rescission not Disclosed*

18 The Sales Representatives, first Andrew, then Pedro, including the contract closer,
19 never disclosed Rescission clause to the Plaintiff. It is thus possible that a cancellation would
20 have occurred had there been notice of such consumer protections, which by itself creates an
21 aura of suspicion, *and questioning: why is the law protecting consumers in timeshare*
22 *purchases?*

23 There was no discussion of the rescission terms found in the contract. As noted
24 previously the salesperson went over a thirty (30) page Timeshare sales contract in only
25 fifteen (15) minutes, merely telling the Plaintiffs to sign "here" without explaining anything
26

1 to them about the terms, conditions or obligations. Had these Plaintiffs, or any Plaintiffs
2 herein known about a right to cancel, they could have researched it further within the
3 timeframe to rescind the contract, and such notice may have prompted a Lawyer review of
4 the legal documents involved, where it is highly likely that the Lawyer would recommend
5 that the client cancel the Contract immediately by certified mail.

6 *No POS*

7 This Plaintiff was not provided a timely copy of the Public Offering Statement (POS)
8 before the Timeshare Purchase negotiations and/or contract, including its execution. Thus,
9 Plaintiff was deprived certain consumer rights, critical warnings and statutory protections
10 provided under the law due to Defendant's purposeful acts.

11 *Successor Clause*

12 Plaintiffs definitely would have recalled any mention of family debt, as explained by
13 Mrs. Walton because of her mother. Plaintiff recalls,

14 *Because my mom is disabled, handicapped, we are very sensitive to putting hardships on*
15 *other family members, so we know they didn't tell us your family is stuck with this.*

16 *We just found out about this with the contracts and our parents, mom had an aneurism and a*
17 *stroke, and Calvin's parents are both very sick. If something happened to us, they cannot*
18 *afford this, we're all on fixed incomes, SSD, with no children.*

19 Accordingly, the couple feels boxed-in by the fraud of a multibillion dollar corporation and
20 victimized by its predatory fraud schemes to extract what little money they have. And their
21 stress levels and physical/medical manifestations, as many of the Plaintiffs herein report, are
22 emotionally draining and physically and mentally exhausting due to powerlessness. To
23 latently discover that you cannot leave this world without financial debt thrust upon your
24 family is actually exacerbating and potentially killing some of these Plaintiffs, ending their
25 lives early because of timeshare-related powerlessness in the form of stress, depression, even
26

1 invoking PTSD or other physical or mental conditions. And all of this was created by
2 Defendant Holiday Inn's financial greed without any respect for decency or even human life.

3 *Athena and Jantha Williams*

4 Athena and Jantha Williams originally purchased their timeshare in 2009 and in 2015
5 they purchased an "Upgrade". The 2015 upgrade **purpose** was to lower maintenance fees
6 resulting from the initial Holiday Inn timeshare purchase.

7 *Maintenance Fees*

8 These Plaintiffs were repeatedly told by Holiday Inn Sales Representatives that they
9 would get "lower maintenance fees" from the initial Holiday Inn purchase, and that they
10 were able to use the "equity" from the previous purchase, so long as they bought the
11 Upgrade from Defendant Holiday Inn on that day.

12 Plaintiffs were told that if they bought the Vermont property instead of the Florida
13 property, their maintenance fees would only be \$200 to \$300 maximum, which eventually
14 was settled at exactly "\$262" instead of their then-current fee of \$700 per year.

15 The *Bait* for the Upgrade was all about finding a place with lower maintenance fees,
16 which the salespeople identified as a "Vermont" property. Maintenance fees since have
17 risen substantially, over three (3) times the \$262 quoted, and even over the previous \$700
18 promised to be lowered, which was the entire reason for the Upgrade.

19 *Contract Signing*

20 During the high-pressure sales ordeal, there were more documents signed, but not
21 provided to the consumers, because there were papers missing that were definitely there at
22 the point-of-sale and clearly stated the promised "\$262.00" maintenance fee amount.

23 When they were explaining the Contract terms on the last page it said "\$262.00" for
24 maintenance fees, but that was replaced with a document that has "0" dollars on it, and the
25 form with the \$262 went missing.
26

1 They told them it was just less upkeep than Florida which has more pools to upkeep,
2 but nothing changes about the ownership value.

3 Plaintiffs were repeatedly told by the Holiday Inn that this was a “great investment”
4 with profitable resale values.

5 Plaintiffs thought the Holiday Inn staff does this all the time, so they must know what
6 they are talking about, and Plaintiffs were told and truly believed they had received “equity”
7 from their previous Holiday Inn timeshare’s “appreciation” and could sell the new one too
8 (someday) for a similar profit.

9 Plaintiffs trusted the Holiday Inn staff and because they had done business with them
10 before and made a profit (“equity”) and thought they would be honest experts concerning
11 timeshares in general, and particularly with regards to the Holiday Inn staff and management
12 Upgrade statements concerning values and resales.

13 Plaintiffs were told that they owned and were then purchasing a very “valuable
14 investment” in “Deeded property”, that has a substantial “IRS tax write off” as well. All
15 such representations were false & deceptive.

16 *The Timeshare was “Real Estate”*

17 Plaintiffs were told that they would own a specific piece of valuable real estate that
18 they could easily sell whenever needed. Using all the right words to gain Contract assent,
19 Representatives made assurances that were simply false. This young family was told that
20 this was an “opportunity” *to make a safe investment* with “appreciation” as explained, and as
21 seemingly derived from the prior sale’s “equity” used in the second purchase, which
22 appeared from such representations to be a safe and profitable investment.

23 *Rescission – POS*

1 Plaintiff was told that purchasing a timeshare was a good deal. The sales person said
2 that he owned the same timeshare and that it was a “hot on real estate market”.

3 Plaintiff was told the unit would only go up in value and that if he sold it tomorrow
4 he would make a profit. Plaintiff recalls being told the unit had “built in equity” and that
5 rental of the unit for just a week would make a profit.

6 Preying on this young consumer’s new found career after retiring from the Navy,
7 Reps created an illusion of the ability to provide vacations for his business customers to be
8 even more successful, and long-term sales profits.

9 Plaintiff recalls:

10 *There was a rep, a manager and a Silverleaf Lawyer on-site to sign the contract*
11 *with. I tried to google on my cell phone to see what I was getting myself into, but there was*
12 *no service at all.*

13 *My heart said “no” they were so pushy I finally gave up, the manager was really*
14 *high-pressure, he just kept asking for a down payment. They didn’t even do a credit check, I*
15 *am clearly in debt with student loans, I do not make a lot of money.*

16 *Then I was passed off to the Lawyer and she was saying “this page means this and*
17 *this”, and she barely skimmed through it. I felt like she was explaining everything like she*
18 *was supposed to be looking out for us.*

19 *I didn’t realize then she worked for them. I didn’t ask to have an attorney because I*
20 *was signing the contract with one.*

21 Besides obvious Predatory Lending tactics, the issue here lies in whether this was an
22 actual Attorney or a de-facto legal advisor interpreting the contract for Mr. Yi. Both have
23 dire consequences for the Resort. The latter is at the fundamental core of Justifiable
24 Reliance, in those holding themselves out to be experts. This transaction was quite possibly
25 taking place with a Lawyer impersonator and de facto Legal Advisor who explained the
26

1 documents and what the legal content supposedly said. Such acts would constitute contract
2 Interpretation and Legal Advisement performed by a non-lawyer, which creates an
3 Unauthorized Practice of Law (Gross Misdemeanor or Felony in many jurisdictions). And,
4 such violations can be actionable on a civil basis, or support and evidence the underlying
5 case for Fraud, as here.

6 If it is a licensed "Attorney" who chose to disregard her professional responsibility
7 by fostering Fraud within this transaction, then that Lawyer would be responsible for the
8 transgressions committed against Plaintiff and expose herself for Lawyer discipline.

9 As to the fact that Mr. Yi could not utilize his cell phone in the *Deal Room*, operation
10 of transmitters designed to jam or block wireless communications is a violation of the
11 Communications Act of 1934, as amended ("Act"). See 47 U.S.C. Sections 301, 302a, 333.
12 The Act prohibits any person who willfully or maliciously interferes with radio
13 communications of any station licensed or authorized under the Act or operated by the U.S.
14 government. 47 U.S.C. Section 333 (modern adaption - cell phones). Civil and criminal
15 penalties apply and any offending device used may also be seized and forfeited to the U.S.
16 government.

17
18 *RESCISION – Statutory Violations*

19 *Deadline Preemptive Extension*

20 Through a rapid contract signing, this trusted "Lawyer" conveniently failed to inform
21 Mr. Yi of his statutory Right to Rescind this contract in the state of Massachusetts. Yet,
22 upon returning home and uncomfortable with the purchase, this young, resourceful
23 consumer found a way out, only to be unlawfully denied of this very right that the law has
24 provided for him.

25 Plaintiff reveals:

1 *They never verbally explained my Right to Rescind. The next day I started looking over the*
2 *contract and even the first page said I could cancel and so I called right away. I tried to*
3 *cancel within 3 days because I saw on the contract I had 7 days and I told them I had made*
4 *a mistake, I need to terminate. The guy sounded so drunk and he laughed and said it is all*
5 *yours, you are stuck with it and hung up, they just refused to help.*

6 Evidence of telephonic communications shall verify this conversation involving statutory
7 noncompliance in violation of Massachusetts General Laws chapter 183B, §38. The Right
8 to Rescind never passes for Fraud, where Rescission still is the proper remedy to cure the
9 harmful effects of this contract induced by Fraud, UPLs & violations of State & Federal
10 laws.

11 *Rental & Sales Profits*

12 Plaintiff recalls:

13 *I could rent a week to other people and make extra money or sell it and get rid of it, this was*
14 *their biggest pitch.*

15 *They said selling would be easy because they had one and people can buy and sell them.*

16 *They said they use theirs every year, that's why people want these for great vacations.*

17 *And, they are desirable so they go up in value and you can sell them for that profit.*

18 *So, if I sold I could make money that way with all the appreciation.*

19 *Or, I could just rent the weeks to my friends and make money yearly that way.*

20 This appears appropriate for Judicial Rescission under State Law in Massachusetts,
21 §93A-2 provides that unfair or deceptive acts or practices in the conduct of any trade or
22 commerce are hereby declared unlawful, added to §183B- §5, where **a court, upon finding**
23 **as a matter of law that a time-share contract or contract clause was unconscionable at**
24 **the time the contract was made, may refuse to enforce such contract [Judicial**
25 **Rescission].**

1 Besides the injustices that would render this contract Unenforceable in alternative
2 laws, the entity is operating in Massachusetts thus subject to the burden of Massachusetts
3 law. There were numerous unfair & deceptive statements that were made intentionally.

4 *No POS*

5 The Plaintiff was not given a Public Offering Statement (POS) to review prior to the
6 purchase at all. The Plaintiff did not have the POS before contracting for the purchase of a
7 timeshare.

8 *Successor Liability*

9 As a young single man the sales reps would only talk about leaving this asset to
10 children sparingly, however, Mr. Yi has made his statement very clear: "I wouldn't have
11 done this if they mentioned the forced debt, I never would have signed the contract."

12 ***Zane and Kalonna Zeigler***

13 The Zeiglers are both highly decorated, active, Air Force combat veterans with four
14 (4) commendations between them. They purchased their timeshare in 2013 from Silverleaf,
15 while on vacation. They were invited to "spin the wheel" for a "free" vacation. The "free"
16 vacation was a two (2) day, three (3) night stay in San Antonio and one (1) hour long
17 meeting that morphed into a long and tortious timeshare presentation, where after numerous
18 hours with salespeople and wanting to leave, they relented and purchased Defendant's
19 timeshare.

20 Plaintiffs recall an extremely high-pressure and stressful sales meeting and being told
21 that "if they did not purchase today they will never be allowed to purchase a timeshare from
22 the company again". Plaintiffs told the salespeople they wanted to leave to discuss the
23 purchase privately, but the salespeople ignored them.
24

1 One month after purchasing salespeople called and offered an “Upgrade” which they
2 purchased. With the upgrade they were promised easy booking and exclusive use and bonus
3 points.

4 Plaintiffs were also to be “grandfathered” into the resort as a “Diamond” level owner.
5 The upgrade was to provide them with multiple lodging opportunities at no cost.

6 However, the only time they could book with the upgrade, the booking was next to
7 impossible to accomplish and with fees.

8 *Contract Signing and False Promises and No POS*

9 Plaintiffs recall the contract signing went very quick, 10-15 minutes, with the sales
10 representative merely pointing at the contract and asking them to “sign there”.

11 They received a CD with numerous documents on it (probably a late delivery of the
12 POS), but were not allowed to review the documents prior to or during the presentation.

13 They were promised bonus points toward exchangeable resorts, along with ease of
14 booking. The Plaintiffs were also promised that the timeshare would sell quickly and easily.
15 But, the bonus points were not enough to use to exchange, and the booking was very
16 difficult, and when they attempted to sell, no one made them any offers.

17 They were told it is an “investment for their family” but they ended up with tens of
18 thousands in high interest mortgages and fees, and impacted their ability to buy a home.

19 The Zeiglers are victims of “*levels-fraud*” when the resort throws in terms/names
20 that have elastic definitions that the reps redefine as see fit to create desire for the
21 “Upgrade”, like here with *Red* and *White* levels, and then a “Diamond” level and a
22 “Presidential” level with exclusive opportunities to get “grandfathered” in a level or cost,
23 program or a feature like “brand new” v. “pre-owned” units, none which they will ever see
24 again after the tour.
25
26

1 information that disturbed them immensely. One Plaintiff exclaimed that they would have
2 immediately “walked out that door.”

3 *No Value – No Decency*

4 The Ziegler’s, now facing financial issues and both suffering from PTSD, attempted
5 to sell their timeshare with a company for a \$500.00 sales fee, but there is no value. When
6 the timeshare did not sell they next attempted to have their maintenance fees reduced by
7 Silverleaf. Defendant merely offered to give these fraud victims—who are also War
8 Heros—active US Air Force combat with four (4) commendations between them, a trifling
9 \$20.00 off as a “military service discount.”

10 *Cecilia Iliesiu*

11 Cecilia Iliesiu was about 22 years old when she was manipulated into buying a
12 \$42,000 timeshare in 2015 from Defendant Holiday Inn (while she was on vacation with her
13 parents). While booking a reservation for her parents she was offered a “free night stay at a
14 resort” for being a “valued” customer. Iliesiu was unaware that she was attending a
15 timeshare presentation.

16 *Sales Presentation*

17 Plaintiff and her parents attended a 4-Hour high-pressure sales presentation.
18 Salespeople represented to her that the timeshare was a value and that the “points” she was
19 purchasing would be transferable for guaranteed resort stays worldwide. The salespeople
20 said the price would double or triple in the future and that they needed to buy now or the
21 Plaintiff would miss out on tens of thousands.

22 “Use” was all about flexibility of time, destinations and accommodations, where reps
23 stated there was “no restrictions or black-out dates” because they were guaranteed hotel
24 stays, but in reality this was all a pretense to obtain the Plaintiff’s contract assent.
25
26

1 Discounted Flights and cruises were also part of the deal and they were told that if
2 they wanted to sell they could do so with the help of a real estate agent and that the unit was
3 actual “real estate”.

4 From flights to cruises to real estate, all the assertions were untrue.

5 By the time it got pressured there were 4 sales reps surrounding their table tag-
6 teaming to handle any possible objections.

7 This young owner had paid over \$10,000 and then began to discover the Fraud she had
8 faced and the financial consequence she is suffering.

9 Reps said the market resale value will double or triple in the Plaintiffs life and she
10 can sell the unit whenever she wants to make a big profit, but now Plaintiff knows the
11 timeshare is not worth a dollar, in the real-world market of today.

12 *Relative Value*

13 Plaintiff cobbled together her points for her \$90,000 “investment” with high interest
14 and rising fees after 10 years. She has already lost \$10,000 cash and got only one hotel stay
15 at a Seattle area Holiday Inn Express – which is really just a freeway-type motel.

16 The cash calculation is easy, 4 nights divided by \$10,000 is \$2500/night for a
17 freeway motel.

18 The obligation amount is even higher. Since 2015, 4 nights or about 1.5 nights per
19 year for 3 years, so over 10 years, the total use would be 15 nights or roughly about 2 weeks,
20 so that Holiday Inn Express freeway-type motel costs \$45,000 per week as an “owner”.

21 And even if the calculations *were* half wrong, the idea of a HI Express for over a
22 \$1000 a night, or over \$20,000 a week is Unconscionable (Rescission grounds).

23 Though this is an absurd result, it is true, and likewise, there are other absurd and
24 outrageous cost-for-benefit-derived financial result that can be shown to exist in all the
25 Plaintiffs matter herein.
26

1 amazing investment. They did not tell me about automatic debt going to my relatives and I
2 suppose that would have ended me signing up.

3 *Douglas and Kathy Leger*

4 Mr. Leger (66) and Mrs. Leger (52) purchased a timeshare in 2014 from Silverleaf
5 and then upgraded the unit in 2015.

6 *Sales Presentations*

7 Two (2) sales presentations lasted ten (10) and four (4) hours respectively. During
8 the upgrade presentation they purchased exchange rights and were told that they would be
9 able to use the finest resorts around the world and amenities as an “Ambassador” member.

10 Plaintiffs were also enticed by a \$19,000 unit that had been previously discounted
11 \$48,000 and were told if they did not upgrade today, the deal would not be offered again.

12 Plaintiffs were further told that because they were in a business that they could
13 legally sell some of their points for a profit and/or that they could rent their weeks out and
14 make money (all untrue).

15 *False Representations*

16 The places they were assigned were deficient: “paint peeling, drawers not working,
17 rickety stairs, just awful”. Plaintiffs asked about getting better accommodations because
18 they had purchased them, but Defendant’s staff told them it was a “first come first served”
19 policy and that because they came on a Saturday, all the “nicer” units were booked. They
20 have never used the actual unit purchased, although they have used the “bonus” time, but the
21 bonus time assigned was not the “Ambassador” upgraded unit represented to them at the
22 sales presentation.

23 Sitting through a combined eleven (11) hours at two (2) high-pressure sales
24 presentations, these Plaintiffs were sold a second timeshare that was misrepresented.
25

1 Had cell phone service not been blocked, perhaps they would have discovered the trap
2 they were being led into instead of accumulating a large consumer debt.

3 *UPL Contract Interpretation/Advisement*

4 Plaintiff recalls:

5
6 *The presentations were very high-pressure and they would all be talking at*
7 *once. We must have talked to 3 or 4 people, it was awful.*

8 *When signing the contract, it was a person with a notary. Once we got to*
9 *the signing it was fast, they interpreted it very broadly, here is what this says, just*
10 *sign. They went through it very quickly and it was very overwhelming. Our head*
11 *was spinning.*

12
13 Attorneys-in-Fact, Kat Ruppert and Kimberly E. Jasso, performed unlawful UPL acts
14 or furtherance thereof by advising Plaintiffs an interpreting legal terms of the parties'
15 Contract.

16
17 Reassurances were made that this new Contract [what began as an Upgrade] offered
18 added benefits to levy an additional \$17,000 of consumer debt.

19 Plaintiffs were told that if they bought the "Ambassador" unit, whenever they go, they
20 would get the best accommodations. Plaintiffs thought the second purchase was an Upgrade
21 with more benefits, they did not know it was another Contract at all. Plaintiff recalls:

22 *He made it sound so much better and we would have so many weeks and they were top*
23 *of the line resorts. He said if we don't sign today they would not be available later.*

24
25 *They told us when we go to book bonus time as the highest level owners we*
26 *would get the highest level units, but when we were checking in they were telling us*

1 *first come first serve, so whoever shows up first gets better units. Most people come*
2 *on Friday and we couldn't get there until Saturday, so the good units were gone.*

3 *We went to book one of these resorts as an exchange that was supposed to*
4 *be a good deal, and it turned out with all the extra fees, even as owners, it would*
5 *have been cheaper to book online.*

7 *We do not get better accommodations because we ended up in the rattiest*
8 *units, paint peeling, drawers not working right, rickety stairs, it was just awful.*
9 *There was no point to the second one and we did not get anything like the*
10 *Ambassador suites like they had promised.*

11
12 *Business Promotion Tool/Rental Profits*

13 The Legers had a business, and Reps assured profits through easy rentals and point
14 usage for the owners' business customers. Plaintiffs recall,

15 *They told us with our business we could use our points and rent some of their units*
16 *that way and make money through the exchange company and our weeks.*

17 *We could also rent our weeks out through the company and make money.*

18 *They told us that renting these units was so easy, especially the week we had because*
19 *people were just standing in line for it and we could even make money.*

20
21 *Turned-in Deeds – Equity & Profit*

22 With specific high values being thrown around by Reps, consumers felt they could not
23 go wrong. They were to obtain a 6-figure timeshare for less than a quarter of the market
24 worth. Plaintiff recalls,
25

1 *Then she called over a rep named Jarod who upped the pressure significantly. He*
2 *was trying to find something that worked. When I said, “I didn’t understand it” he said “we*
3 *will find something that will make sense.”*

4 *Jarod then showed up with a \$14,000 unit discounted from \$60,000.00. The unit*
5 *looked nice. And Jarod said it would not be recorded on their credit report, but that it was*
6 *definitely “real property.”*

7 *He also said we could use it to trade worldwide or make cash now if we, “sell it, or*
8 *rent it out to make money.”*

9 Defendant Silverleaf reps said specifically that if the Plaintiff ever wanted to cash-in,
10 to just bring it to them and they would sell it for the Plaintiffs. All of these statements were
11 untrue.

12 Plaintiff said some things including numbers did not make sense, and the
13 management rep would say he will find something that does make sense.

14 *Foreclosure Property - Equity*

15 \$60,000 of market value was found on a *property that was just “foreclosed”* and
16 selling today for only \$14,000, because the old owner had paid it way down and there was
17 \$46,000 in equity. Reps said you can always sell it or turn it back in.

18 However, this is a zero dollar (\$0.00) timeshare.

19 Reps further said, “you can transfer it to your bank for better interest rates”. No bank
20 would probably ever loan on a \$0.00 timeshare.

21 *Point Valuation Bait & Switch*

22 Plaintiff recalls,

23 *I thought I bought a 2 bedroom for 2 weeks, a point a day, or 14 Points for trading, but*
24 *we need 80,000 Points or more points for 2 weeks in a 2 bedroom in nice places like we had*
25 *talked about in the beginning.*

1 This Valuation would represent only .0175% of the promised accommodations and
2 amenities. And again if it is half wrong, it is still about .035% of the promised Use Rights
3 that are fulfilled (mathematical analysis).

4
5 *Contract Signing and Post Purchase Revelations*

6 The Contract signing in this matter was rapid and directed and fully controlled by the
7 Defendant's sales representatives. Plaintiffs recall,

8 *The contract signing was really quick, they would read a line and say, "sign here",*
9 *or "we have already explained that to you, you don't need to read that!" I was trying to*
10 *read the pages and they kept moving forward as fast as they could. I was tired by the end of*
11 *the five hours and was just looking for something to get out of there.*

12 After Ronald Lewis purchased the unit he tried to get out, but the Defendant's staff
13 and managers said "no". Then he asked them to take it back and they again said "no" again
14 despite prior promises to do just that.

15 The property was in Branson, Missouri, which is far away from him and he would
16 never go there. Lewis did use a trade for 1 trip to the Bahamas, but the resort was nothing
17 like they showed him during the presentation.

18 *Valuation – Cost Analysis*

19 It cost Mr. Lewis \$3,500.00 for the trip and he stated, "Looking back, the resort was
20 a rinky-dink place, off season, low-end property" [\$1000/wk. max?], and "I believe that I
21 could have done better by booking it myself online."

22 The true cost is one (1) use in five (5) years, so in ten (10) years he will have paid
23 about \$40,000 for two (2) stays in "rinky-dink places" or about **\$20,000/wk.** after high
24 interest and inflating fees are calculated in. *And even if we are half wrong, that's still*
25

1 **\$10,000/wk. for a 2-star? Or, ten times (10x) the going rate on *Expedia et. al*, for the**
2 ***privilege of being “owners”.***

3 *IRS Tax Law Advice*

4 *It requires a lawyer to interpret tax code, Defendant’s staff explained how to tax*
5 *deductions for all interest paid; however, his CPA and our Tax Lawyer disagree with that.*

6
7 *Rescission and No POS*

8 The Plaintiff’s immediate answer involving Rescission discussions at the point-of-sale
9 was: “No, never had this conversation.” And, The Plaintiff did not get a POS to read before
10 the purchase.

11 *Successors Liability*

12 Plaintiff recalls,

13 *They said I can do anything I want with it. Give it to my kids, my family or I could*
14 *put it in my will.*

15 *If I had known about passing debt on automatically, I would have absolutely not*
16 *done this.*

17 ***Lisa and Joe Manno***

18 Joe Manno (56) and Lisa Manno (53) purchased their Silverleaf timeshare and were
19 upgraded several times after their initial purchase. They were sold their most recent upgrade
20 while staying at the Holiday Hills Resort and attending an owners’ meeting. The Manos
21 were inquiring about how to stabilize their increasing timeshare costs.

22 *Sales Pitch*

23 The Mannos over-extended owners’ session lasted for several hours. The
24 salespeople were touting the purchase of more “*point’s*” for use to the Manos existing
25 “property”. They told the Manos that buying additional points would be cheap, flexible, and
26

1 significantly, by paying the down payment for the Upgrade, there would be no change to the
2 existing rates.

3 Additionally, with more points everything would be better, there would be very low
4 cost cruises, nicer places to stay in Hawaii and out of the country.

5 *Post-Sale Truth*

6 Most everything that was told to the Manos during the sales presentation was untrue.
7 The points cost far more than if you book on your own, there was a fee for trading points
8 that was not disclosed, and use was “first come first choose” so it was not exclusive to them,
9 nor any value at all to them, including lied-about resales.

10 The resort doubled their maintenance fees by making a mere rule change. The
11 Plaintiffs had a split unit, and the Defendant just unilaterally changed the preexisting terms
12 of the Contract... by adding a 100% increase in the fees and doubling Plaintiffs’ costs.

13 The Mannos were told they had built-in equity because of the price they received
14 from an old owner resale that had brought the unit price down. And further, the market value
15 was only going to go up, so more equity was to be made (per Reps).

16 However, booking a unit was extremely challenging. It was represented to them that
17 the Upgrade would guarantee them a “Diamond” status, which they were paying for and that
18 other people could not get the deal they were getting.

19 However, the harsh reality is that the costs for the Manos maintenance fees also
20 doubled, despite the freeze they were told about, which was the primary reasons they
21 attended the owners’ meeting and was the only thing on their agenda. And ultimately due to
22 false claims by Defendant’s reps, it was the Plaintiffs’ reason to upgrade to stabilize their
23 out-of-control timeshare costs.

24 *Successor Liability - Contract Signing – Rescission - POS*

1 1.1 Plaintiffs incorporate by reference, as though fully set forth herein, preliminary
2 Sections “A”, “B”, “C”, “D”, and “E” of this Complaint.

3 1.2 Each of the Plaintiffs were induced to sign certain documents which have been alleged
4 by the Defendant to form a “contract”.

5 1.3 Plaintiffs have incurred substantial damages in connection with the purchase of their
6 timeshare, and damages continue due to ongoing maintenance fees, mortgage payments and/or
7 other charges under the terms of such adhesion contracts which are borne from
8 unconscionable procedure and form a substantively unconscionable result.

9 1.4 The total cost of the timeshare, per a Truth in Lending Disclosures (and the ever-rising
10 annual maintenance fees), is in the hundreds of thousands. These loans have interest, that
11 nearly doubling the principal.

12 This huge amount of “investment” is paid for: promised resale, appreciation, rental
13 income, and opulent vacation “use rights”.

14 1.5 However, they are contractually not the same rights that the Plaintiffs were promised to
15 induce the sale. Later on they learn that booking reservations is a near impossibility.

16 1.6 Defendant discouraged some Plaintiffs from having an Attorney review the timeshare
17 sales contracts before the Plaintiffs would execute the contractual documents committing
18 them to the purchase and the associated debt.

19 1.7 Defendant prevented any meaningful review of the Contract from each of the Plaintiffs,
20 and instead supplanted *Contract Interpretation* of the legal terms of the Contract by its
21 Lawyer or by a non-lawyer, perpetrating an Unauthorized Practice of Law (“UPL”), and
22 equally, the *Advisement* by a non-lawyer to sign based upon such interpretation.

23 1.8 In all cases the Defendant’s Lawyer’s (real or de-facto) did not tell the truth about talk
24 terms they were interpreting. These F Contracts were committing Plaintiffs to the purchase of
25 the timeshare involving hundreds of thousands of dollars in short term and Generational Debt.
26

1 1.9 Duress: Defendant essentially held Plaintiffs against their will for usually about 4-8
2 Hours, [11½ Hours is the longest herein] during high-pressure sales presentations claimed to
3 be ninety (90) minutes or less (sometimes, “a few minutes for an owner’s update”).
4 Significantly, none of the Plaintiffs were ever allowed to speak to counsel or leave to talk
5 among themselves.

6 1.10 Undue Influence: Defendant’s tactics, grueling hours long sale pitches, lack of access to
7 an attorney or the basic knowledge of the timeshare business, coupled with aggressive sales
8 tactics (*Predation* in some cases because of age), led to these plaintiffs being placed in a
9 situation where they were susceptible to Defendants undue influence.

10 1.11 Bait & Switch: All Plaintiffs were told that the timeshare transaction was
11 economically advantageous to Plaintiffs, often called a “good investment” or an “asset” that
12 Reps say, “is only going up in value” (Appreciation), which is disproved by statistically
13 dispositive evidence of fraud concerning the market value as of that day (it was non-existent,
14 zero dollars, not selling for \$1.00).

15 1.12 Economic Impact: The chief economic effect on Plaintiffs entering into the written
16 contract for the timeshare was to obligate them by means of deceit to a high-interest
17 mortgages and ever-rising [and perpetual] maintenance fee payments.

18 1.13 Generational Liability is surreptitiously formed via a “successors” clause hidden from
19 consumer detection in boilerplate text of the Contract. This is an unending economic
20 obligation (to obligate one’s progeny [the future lines of succession], as successors in
21 interest). This one act is Deceitful and Unconscionable enough to adjudge the paper a **nullity**
22 and render judgement for the aggrieved parties, including Contract Reformation to permit the
23 Plaintiffs to recover Punitive Damages to punish & deter such future acts.

24 1.14 Justifiable Reliance: Plaintiffs reasonably and in good faith believed in the truth and
25 veracity of the false representations made by Defendant’s timeshare experts, which induced
26

1 the Plaintiffs herein that were unknowledgeable about Timeshares and their values, to enter
2 into far different [than promised] paper “contracts”.

3 1.15 Plaintiffs are entitled to Rescission (and Reformation) of the contract, particularly
4 since these cases show a history of fraudulent representations by Defendant as to: (1) resale
5 value, (2) successor liability and (3) related UPLs, as well as, (4) invented rental incomes,
6 and (5) falsified use rights, which are common to most of, if not all of the Plaintiffs in this
7 matter.

8 1.16 As part of the remedy of Rescission, the Plaintiffs are entitled to recover all funds that
9 they have paid to Defendant in connection with these timeshare purchases, to put the parties
10 back in their respective pre-contract positions, as if the *nullity* had never occurred, and/or
11 Reformation to make Punitive Damages found under an applicable remedy possible by
12 reforming the fraud contract to permit the aggrieved parties to avail themselves of such
13 relief.

14 1.17 Plaintiffs had to retain counsel to prosecute this action, and should be entitled to
15 attorney’s fees, costs, and other just relief, such as prejudgment interest for sums of money
16 the Defendant has been unjustly enriched by.

17 1.18 Facts supporting this Rescission claim are *pled with particularity*, done individually
18 for each Plaintiff to this action [See Section “D” - PLAINTIFF FACTS]
19

20
21 **SECTION II**
22 **- UNAUTHORIZED PRACTICE OF LAW -**
23 Contract Interpretation and Advisement by a Non-Lawyer

24 2.1 Plaintiffs incorporate by reference, as though fully set forth herein, preliminary
25 Sections “A”, “B”, “C”, “D”, and “E”, as well as fully incorporating paragraphs 1.1 through
26 1.18 of this Complaint.

1 2.2 Unauthorized Practice of Law (UPL violations) are an independent cause of action and
2 can also support other causes of action where UPL violative conduct is intermeshed with
3 Fraud.

4 2.3 UPL conduct supports claims of fraud pled in the particular, where exact details are
5 given about the Defendant's UPL violations that Plaintiffs herein encountered [Section D].

6 2.4 Therefore, are pled with Facts supporting UPL claims (Wills & Estates law and/or
7 Contract Interpretation and Advisement) *particularity* for each Plaintiff to this action [See
8 Section "D"- PLAINTIFF FACTS].

9 2.5 These UPL acts came in two forms: (a) interpreting legal terms of the contract and
10 advising consumers to sign/initial thereupon, and (b) interpretation of laws regarding Wills &
11 Estates, while not disclosing defeating terms known to be in the Contract:

12 (a) In the first form, their *de facto* Lawyer explains the legal terms of the Contract and states
13 what it really means, as opposed to reading the terms of the contract aloud, or providing
14 copies, and/or permitting the consumers to read the Contract.

15
16 (b) In the second form, consumers are told about how they can plan their Estate with this new
17 "Asset" to leave a "Legacy" to their child or children (or anyone they choose) using a "Will"
18 while fraudulently concealing known "successor" clause liability located in the timeshare
19 purchase contract that forces obligations upon future generations (who are jointly & severally
20 liable for the ever-rising debt).

21
22 2.6 The signing is orchestrated by a "Closer" called a Loan or Compliance Officer, or
23 Defendant's Attorney, which after, often 4,6,8 or 10 1/2 Hours, of mentally & physically
24 wearing the consumers down in the sales room, there is a rapid signing of many documents
25 that lasts only about 10-15 minutes.

1 2.7 The entire process is controlled from start to finish by the Closer, and Consumers are
2 not permitted to read the contract, nor permitted to leave the room, nor to discuss the contract
3 alone, and they are not permitted to review the contract with their own Attorney.

4 2.8 Consumers are also not permitted to take the contract and come back the next day, and
5 they are forced to sign the contract that day or they will be deprived of many thousands of
6 dollars.

7 2.9 The Closer artfully says “*this means...*” and “*sign here*” and “*initial here*” to get these
8 completely exhausted, hungry, physically tired and mentally drained Consumers back to their
9 vacation, which constitutes a UPL for Contract Interpretation of legal terms and Advisement
10 to sign thereupon.

11 2.10 However, a greater evil lurks within, because the non-lawyer’s interpretations were
12 untruthful. These false interpretations of contract terms were used to deceive the Consumer-
13 Plaintiffs herein.

14 2.11 In the end, it appears as if Consumers are signing and initialing a document that
15 conforms with everything that they were told by the salespeople and the management of the
16 resort during the many hours spent in sales-related activity

17 2.12 However, the verbal explanations given at the point of sale, did not at all, conform with
18 written terms lurking in the Contract to which the Plaintiffs were actually signing that day
19 [Bait & Switch Fraud].

20 As a result of unlawful UPL conduct overlaid with Fraud, there was: *no meeting of the*
21 *minds*; and there was: *no meaningful disclosure of the contract terms* [see 2.4 (a) & (b)]. As a
22 result, there are appropriate grounds for Contract Rescission where the violations of
23 Unauthorized Practice of Law (which could also constitute Crimes as well Torts) serve well
24 in evidencing the Fraud against the Plaintiffs.
25

1 2.14 The other Form of UPL that is rampant at Holiday Inn et. al is for Wills & Estates Law
2 interpretation, used to deceive all of the Plaintiffs herein, by forming Successor Liability
3 (Generational Liability) as surreptitious and unconscionable term the Contract.

4 2.15 Consumers are told at the sales level that as the Owner they "can" put the timeshare in
5 their Will. Owners are told they "could" do whatever they want with the timeshare with
6 regard to their Estate, like leave it to one or more of their children as they see fit.

7 2.16 The resort representatives talk about a high degree of choice and an optional nature to
8 giving the timeshare to Heirs of the Owners.

9 2.17 The entire Will conversation surrounds the timeshare's characterization as an "Asset"
10 which is claimed by the sales reps to be an ever-appreciating asset creating a "Legacy" for
11 future generations.

12 2.18 However, due to the "*successors*" clause in the Contract, it is known by sales Reps at
13 the time they are discussing thee optional Will procedures, that in fact the Consumers (the
14 Plaintiffs herein) are being committed to the only Contract document that is being signed in
15 the room that day, and that is a Contract for the purchase of a timeshare from the Defendant,
16 which already inherently forms Joint & Several liability to all those same family members
17 who are in the *Lines of Succession* to the owners.

18 2.19 Successor Liability was a term in the parties' Contracts for each of the Plaintiffs herein,
19 yet none (zero) of the Plaintiffs had any disclosure of this massive, generational debt
20 obligation (children of Plaintiffs were discussed, but only with regard to Wills).

21 2.20 The actual word "successors" was buried in a boilerplate sentence with heirs and
22 assigns and other potential future parties, however, the Plaintiffs were unwittingly signing an
23 instrument that transfers escalating debt to future generations upon the last contracted owner's
24 demise, of which none (0%) of the Plaintiffs had any idea whatsoever they were obligating
25

1 their future generations, and in all cases (100%), this would have prevented the contract
2 signing.

3 2.21 Once the sales crew has opened the door to the discussion of the final disposition of the
4 timeshare interest upon death, they cannot solely rely upon a document which has either not
5 been created or must be modified (a Will), when in the room that day the consumers shall sign
6 a document that contains absolute terms of Successor Liability for those very same family
7 members that the Holiday Inn, Silverleaf and Orange Lake sales Reps had discussed would be
8 a completely flexible and optional benefit fully within the control of the owners to decide to
9 whom and when they will pass the timeshare on.

10 2.22 As a consequence, all of the Plaintiffs have been victimized by Unauthorized Practice
11 of Law on two levels, one form of the UPL rendered the “contract” a nullity (to reform) due to
12 substantial evidence of Fraud & Deceit, and the second form of UPL obligated their family for
13 generations to come, and they had absolutely no idea they were obligating their family, which
14 provides additional grounds for Rescission due to procedural [the contracting process] and
15 substantive *Unconscionability* [the substantive contracting result of harsh, one sided terms].

16 2.23 Each and every individual Plaintiffs has made statements to Consumer Protection
17 Attorneys and/or Attorney General Offices nationwide.

18 2.24 Such requests were not acted upon by administrative regulatory agencies, where such
19 statements made it clear that that they would never had signed the contract, had they known
20 about the Successor Liability to their family contained within the Contract.

21 2.25 Accordingly, BUT FOR the UPL conduct, no contracts would have ever existed in each
22 of the Plaintiff matters before this Court.

23 2.26 A Judgement should provide a clear message that the Court does not endorse this Fraud
24 by awarding relief of Rescission and/or Punitive Damages, and in fact rule that these precise
25 forms of Fraud are not to be used against Consumers.
26

1 2.27 Thus, the Fraud shall be exposed in a true light, where it clearly must be remedied.

2 **SECTION III**
3 **- FRAUD IN THE OFFER OF SECURITIES -**
4 **Violations of Section 17(a) of The Securities Act**

5 3.1 Plaintiffs incorporate by reference, as though fully set forth herein, the preliminary
6 Sections "A." "B." "C." "D." and "E." as well as paragraphs 1.1 through 2.27 of this
7 Complaint.

8 3.2 Defendants, and each of them, by engaging in the conduct described above:

- 9 a. directly or indirectly, in the offer or sale of securities by the use of means or instruments of
10 transportation or communication in interstate commerce or by use of the mails: with scienter,
11 employed devices, schemes, or artifices to defraud;
- 12 b. obtained money or property by means of untrue statements of a material fact or by omitting to
13 state a material fact necessary in order to make the statements made, in light of the
14 circumstances under which they were made, not misleading; or
- 15 c. engaged in transactions, practices, or courses of business which operated or would operate as
16 a fraud or deceit upon the purchaser.

17
18 3.4 By engaging in the conduct described above, each of Defendants violated, and unless
19 restrained and enjoined will continue to violate, Section 17(a) of the Securities Act, 15 U.S.C.
20 § 77q(a).

21 **SECTION IV**
22 **Fraud in Connection with the Purchase or Sale of Securities**

23 **Violations of Section 10(b) of The Exchange Act and Rule 10b-5 Thereunder**

24 4.1 Plaintiffs incorporate by reference, as though fully set forth herein, the preliminary
25 Sections "A." "B." "C." and "D." and "E.", and paragraphs 1.1 through 3.4 of this
26 Complaint.

1 4.2 Defendants, by engaging in the conduct described above, directly or indirectly, in
2 connection with the purchase or sale of a security, by the use of means or instrumentalities of
3 interstate commerce, of the mails, or of the facilities of a national securities exchange, with
4 scienter:

- a. 5 employed devices, schemes, or artifices to defraud;
- b. 6 made untrue statements of a material fact or omitted to state a material fact necessary in order
7 to make the statements made, in the light of the circumstances under which they were made,
8 not misleading; or
- c. 9 engaged in acts, practices, or courses of business which operated or would operate as a fraud
10 or deceit upon other persons.

11
12 4.3 By engaging in the conduct described above, each of Defendants violated, and unless
13 restrained and enjoined will continue to violate each of, Section 10(b) of the Exchange Act, 15
14 U.S.C. § 78j(b), and Rule 10b-5 thereunder, 17 C.F.R.
15 § 240.10b-5.

16
17
18 **SECTION V**
19 **- BREACH OF CONTRACT -**
20 General Performance and Contract Misrepresentation

21 5.1 Plaintiffs incorporate by reference, as though fully set forth herein, the preliminary
22 Sections "A." "B." "C." "D." and "E.", as well as paragraphs 1.1 through 4.3 of this
23 Complaint.

24 5.2 To the extent that there is not full tort and/or statutory relief granted to certain
25 Plaintiffs of this multi-party action, such Plaintiffs are entitled to an Award of breach of
26

1 contract damages from Defendant, particularly in light of the failure of “consideration”
2 tendered by Defendant.

3 5.3 Such relief is warranted because here, a Breach of Contract exists due to Contract
4 Misrepresentation under Facts in other causes of action herein to support Fraud, and pled
5 with particularity under (See Section D - PLANTIFF FACTS).

6 5.4 Plaintiffs should also be entitled to an award of attorney fees, costs, and prejudgment
7 interest under this cause of action or applicable private Attorney General action.

8 **SECTION VI**
9 **CALIFORNIA TIME-SHARE ACT (2004)**
10 **Punitive Damages Against All Defendants**

11 6.1 Plaintiffs incorporate by reference, as though fully set forth herein, the preliminary
12 Sections “A.” “B.” “C.” “D.” and “E.”, as well as paragraphs 1.1 through 5.4 of this
13 Complaint.

14 6.2 Choice of Law principles permit the Federal courts to apply the substantive laws of
15 states other than a state of general jurisdiction, as well as apply federal law, to provide
16 remedies to Consumers in consumer fraud situations. The California Vacation Ownership
17 and Time Share Act of 2004 applies in the case at bar, because Defendant owns numerous
18 timeshare properties in California that are offered as a “accommodation” and sells access to
19 hundreds more in California as part of a “component” or an exchange resort under the
20 marketing system of the Corporate Defendant and in the written contracts between the
21 Defendant and Plaintiffs.

22 6.3 Under California Business and Professions Code Section 11211.5(a), The California
23 Vacation Ownership and Time Share Act of 2004 applies to:

24 (a) Time-share Plans with an accommodation or component site in this state [CA].

25 6.4 Furthermore, California Business and Professions Code, Section 11285, provides:
26

1 An action for damages... may be brought by any timeshare interest owner.... Relief under
2 this section does not exclude other remedies provided by law.

3 6.5 Statutory remedies are available to Plaintiffs under the California Vacation and
4 Ownership Time-Share Act of 2004 which permits remedies for: Contract Rescission and for
5 Damages, including Punitive Damages under California law.

6 6.6 Plaintiffs herein are entitled to relief under this Act due to among other reasons,
7 ownership of multiple timeshare resorts by Defendants by Holiday Inn, Silverleaf and
8 Orange Lake, all located within California, and also a plethora of component or exchange
9 sites within California (see paragraph 6.3 above referencing resort “accommodations or
10 component sites”).

11 6.7 The California Business & Professions Code’s California Vacation and Time Share
12 Act finds applicability for the above listed causes of action and applicability of statutory law
13 in this case. California Business and Professions Code, Section 11285, provides relief to an
14 owner where the Defendant has at least one Timeshare property in the State of California.

15 6.8 Plaintiffs here in have suffered great loss financially and have been harmed and have
16 been distressed emotionally with physical manifestations (including medical injury and/or
17 exacerbation). All such Harm and impetus for Damages are apparent from the Facts and
18 Causes of Action that are raised herein.

19 6.9 An award of general damages, punitive damages, attorney’s fees, costs, and
20 prejudgment interest in favor of Plaintiffs, and against Defendant is appropriate under
21 Vermont law, and Plaintiffs request such relief.
22

23 **SECTION VII**
24 **JUSDICIAL EFFICIENCY**
25 **Common Law Rescission**
26

1 9.1. Defendant is subject to common law rescission for Bait & Switch Fraud (Fraudulent
2 Inducement and Fraudulent Concealment), and Defendant is also subject to statutory
3 law, including a timeshare statute from the State of California and the Vermont
4 Consumer Fraud/ Protection Act that applies to timeshare sales within Vermont (and
5 other states) because they include use of timeshare hotel properties within the State of
6 Vermont.
7

8 9.2. Plaintiffs are joining together as co-Plaintiffs where consolidation is judicially efficient
9 because they are the same Defendants with the same Plaintiff claims under the same
10 common law principles and same statutory relief, all with highly similar factual patterns
11 where all Plaintiffs have substantially the same substantive claims and experienced
12 ‘fraud schemes’ in common with the other Plaintiffs herein, all pled with particularity.
13

14 **RESCISSION PER STATUTE**
15 **Public Offering Statement - Improper Notice - Applies to All Plaintiffs**

16 9.3. For purposes of Judicial Efficiency, this matter would be streamlined with a bright-line
17 statutory ruling regarding disclosure of the Public Offering Statement (POS) that could
18 apply all the Plaintiffs in this action, wherein they would be entitled to, among other
19 things, the right to receive a Public Offering Statement before Plaintiffs signed a
20 timeshare contract.
21

22 9.4. Because all the contracts are subject to rescission, all choice of law and liability
23 limitation provisions are void.

24 9.5. As for “making money” from selling or rental income as promised by Defendant’s sales
25 staff, management and contract closers, the Plaintiffs could hardly book rooms for
26

1 themselves (let alone rent them out, which has extra restrictions, fees, and costs that
2 were not disclosed, and a suspicious public that has to rent an exact week/location from
3 an unknown person on *Craigslist* et. al).

4
5 9.6. Furthermore, resale claims at the point-of-sale could never produce the promised profits
6 of many thousands of dollars but the reality is Defendant's timeshares have historically,
7 and now currently, do not sell for even \$1.00.

8 The real-world, actual results (versus promises) are extremely harsh and one-sided results
9 that are *Unconscionable* because they shock the conscience of a neutral observer, showing
10 the need for Judicial redress (equitable Rescission) for such outrageous acts, perpetrated in
11 defiance of established law.

12 **SECTION VIII**
- PUNITIVE DAMAGES -
Outrageous Consumer Law Violations

13 8.1 Plaintiffs incorporate by reference, as though fully set forth herein, the preliminary
14 Sections "A." "B." "C." "D." and "E.", as well as paragraphs 1.1 through 7.6 of the
15 Complaint.

16 8.2 Fraud is by definition an intentional Tort. In addition to substantial harm per Plaintiff
17 detailed due as herein above and long term fees in short term costs due to Bait & Switch
18 Fraud, there is harm in the hundreds of thousands to potentially millions when calculating
19 future [generational] maintenance fees measured in the aggregate, which has caused harm and
20 distress to the Plaintiffs, emotionally, financially, and physically, all as the legal and
21 proximate result of Defendant's willful misrepresentations (Fraud).

22
23 8.3 Because of Defendant's egregious acts, the Plaintiffs should justifiably receive an award
24 of Punitive Damages to punish such abusive and predatory conduct as detailed herein above,
25 and cause a strong deterrent to its reoccurrence in the future.

1 8.4 Plaintiffs may avail themselves of causes of action cited herein, where relief includes
2 Punitive Damages, thus each Plaintiff can receive Punitive Damages for well over \$100,000,
3 and potentially hundreds of thousands per Plaintiff in this action.

4 8.5 Punitive damages are awarded not as compensation to the sufferer, but "on account of the
5 bad spirit and wrong intention" of the breacher." Clarendon Mobile Home Sales, Inc. v.
6 Fitzgerald, 135 Vt. 594, 596 381 A.2d 1063, 1065 (1977).

7 8.6 The purpose of punitive damages is to "punish conduct which is morally culpable . . .
8 [and] to deter a wrongdoer . . . from repetitions of the same or similar actions." Coty v.
9 Ramsey Assocs., Inc., 149 Vt. 451, 467, 546 A.2d 196, 207 (1988) (quoting Davis v.
10 Williams, 402 N.Y.S.2d 92, 94 (N.Y. Civ. Ct. 1977)). Punitive damages are permitted
11 "[w]here the defendant's wrongdoing has been intentional and deliberate, and has the
12 character of outrage frequently associated with crime." W. Keeton et al., Prosser and Keeton
13 on the Law of Torts § 2, at 9 (5th Ed. 1984).

14 8.7 Another example of statutory punitive damages is under Florida law: Fla. Stat. §895.03
15 and as derived from violative conduct under §721.11(4), and to grant punitive damages the
16 Court as necessary could apply this statute, or the statute of any state where a purchase
17 occurred.

18 8.8 As a result, each Plaintiff herein can collect punitive damages for the Fraud that has
19 been perpetrated against them.

20 8.9 The statutory standards are often lower than Fraud, however statutory standards have
21 been readily exceeded where Fraud is apparent by the defendants in this case.
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- 1 4. For Intentional Infliction of Emotional Distress as allowed by Vermont law.
- 2 5. For punitive damages to punish the Defendant and deter such future conduct;
- 3 6. For attorney's fees, court costs, prejudgment interest; and,
- 4 7. For such other and further relief as this Court may deem just and proper.
- 5
- 6
- 7

8 Dated this 17th day of April 2019.
9 **THE ABRAMS LAW FIRM**

10 Joshua Martin, VT Bar No. 4713
11 Attorney for the Plaintiffs' Group

12 **DEMAND FOR JURY TRIAL**

13 Pursuant to Federal Rule of Civil Procedure 38 (b), Plaintiff requests a jury trial of all
14 issues triable of right by a jury.

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