

Manuel Abraham and Stephanie Pena

1. Manuel Abraham and Stephanie Pena (hereinafter “Plaintiffs”) entered into their contract with Defendant Sapphire Resorts in 2016 after Defendant’s sales representatives told the Plaintiffs they could travel anywhere around the world and make money by renting the timeshare.

2. Plaintiffs were induced by Defendant’s representatives to attend a short presentation for discounted tickets to a show while they were vacationing in Las Vegas.

Sales Presentation

3. Defendant’s representatives at the sales presentation pressured Plaintiffs for more than two hours.

4. The sales representatives convinced the Plaintiffs that using the timeshare would be a much more affordable then they travel.

5. After Plaintiffs declined the initial offers, a manager made them a special deal with additional benefits.

6. The Plaintiffs were told they only needed to pay \$1000 now and pay it off later, “like buying a car.”

7. The sales manager gave the Plaintiffs a “suite membership” and tickets to Disney, with flights included. Plaintiffs later learned that the flight coupons were valueless because they leave from Las Vegas, not Puerto Rico where the Sapphire staff knew lived.

8. The sales manager convinced the Plaintiffs they were getting an upgrade that would give them “priority access anytime, anywhere” and 4 weeks of free vacation.

9. One the Defendant’s sales representative told the Plaintiffs he’d never seen such a good deal, it was the best deal ever, and he’d never seen his boss throw so many things at a couple, stating this was a big opportunity.

10. The sales representatives told the Plaintiffs if they didn’t take it that day, it wouldn’t be offered again.

Contract Signing

11. Defendant’s representatives handed the Plaintiffs a huge stack of paper but did not give them time to read. The Plaintiffs are from Puerto Rico with basic English skills.

12. The representative explained the papers generally and told the Plaintiffs where to sign.

13. The signing process took all of 15 minutes at the end of an exhaustive sales presentation of more than 2 hours.

Points Use

14. Defendant’s sales representatives explained how the points work to the Plaintiffs and how they use them everywhere.

15. They specifically discussed resorts in the Caribbean, Mexico, and other Latin countries.

Points Value

16. Plaintiffs have never been able to make use of the timeshare because they did not have enough points to book even a week (plus there are extra fees), despite the point-of-sale promise of 4 weeks per year.

17. Plaintiff tried to book a vacation to the Dominican Republic, but they did not have enough points and had to pay so much more than if they'd book through Expedia.

18. When the Plaintiffs did have the points, they had to pay a lot of additional fees and could not use the timeshare because it became too expensive.

19. Plaintiffs learned that it is more expensive to go on vacation with their membership. Plaintiff, Manuel Abraham, discovered that they can't even get 1 week with the 20,000 points.

20. Plaintiffs called to book a resort in California. Nothing was available.

21. Plaintiff have come to the conclusion that they are paying a lot of money every year to take a week vacation to one of the resorts every 3 years.

22. The sales representatives promised the Plaintiffs lower airfares as members, but Plaintiffs later learned it was more expensive to go through using the points to book than through a flight website.

Salability

23. Defendant's sales representatives told Plaintiffs they were buying a membership from another person who was looking to sell it and that meant the points were paid down and cost less for Plaintiffs to buy.

24. The sales representatives told the Plaintiffs that after they make their down payment, they would help them sell it anytime.

POS and Rescission – Improper Disclosures

25. Plaintiffs were not provided a Public Offering Statement or the time to review any such statement prior to the sales discussions with Sapphire staff, nor prior to the contract signing.

26. Defendant’s representatives failed to properly disclose and review the Rescission clause with the Plaintiffs.

Successor Liability

27. Defendant representatives told Plaintiffs if they died, their kids would get their membership and they could use it for free. It was ownership forever.

28. Plaintiffs were led to believe this was an investment in “valuable property” that they had a choice to give to their children.

29. At no point did the Defendant’s representatives disclose to Plaintiffs that debt would automatically pass to their children under the “successors” liability clause of the Contract, and such a disclosure would have ended the transaction.

Rental Income

30. The sales representatives told the Plaintiffs they could rent out the timeshare to make more money before they sell it in the future.

31. The sales representatives told the Plaintiffs it was like a business, that they could rent their membership to people like a realtor and make money off of it to cover their costs plus more.

32. The sales representatives told the Plaintiffs it could be like a job renting their membership out because it would be easy to rent.

Cost per Use

33. The Plaintiff put \$1,000 down and took out a \$12,000 high-interest timeshare mortgage. Their annual maintenance fee is \$1,000.

34. This roughly amounts to \$36,000 for 10 years of high-interest and rising fees and other booking costs, for a timeshare the Plaintiffs are unable to use due to lack of availability and expense.

35. Assuming that the Plaintiffs could save enough points (and can find availability) to book 1 week of accommodations for next year, that would be 1 use in 3 years, or 3 use in a \$36,000 10-year span (see 21 above), or about \$12,000 per week.

Paul Alexander and Yong Alexander

1. Paul Alexander and Yong Alexander (hereinafter “Plaintiffs”) entered into their contract with Defendant Sapphire Resorts after Defendant’s sales representatives convinced the Plaintiffs they were buying something of value.

Sales Presentation

2. Plaintiffs attended a sales presentation and sat through several hours of high-pressure sales tactics.

3. The Defendant’s sales representative told the Plaintiffs they could make money off their timeshare.

Contract Signing

4. Defendant’s representatives told Plaintiffs that “this is just some paperwork,” and sign here.

5. Plaintiffs did not have an opportunity to read the Contract or and relied upon the advisement by the Sapphire representative.

Use and Availability

6. Defendant’s sales representative told the Plaintiffs their home resort in Park City, Utah would always be available to them, that it was theirs and they could go there anytime.

7. Plaintiffs later discovered that their home resort in Park City was never available.

8. When Plaintiffs tried to use their timeshare anywhere, they were all booked. When Plaintiffs did find some availability, they would have to use all of their points.

Valuation

9. Defendant's sales representative told the Plaintiffs the timeshare would go up in value so Plaintiffs would make some money back.

10. The Plaintiffs were also told that their home resort in Park City was really desirable and would be easy to sell because people would want to be there.

11. Defendant's representative led the Plaintiffs to believe they would receive deed and the timeshare was just like real estate that would go up about 10% each year.

12. Plaintiffs were told they could let people use their timeshare and actually make money.

13. The representative told the Plaintiffs they could sell their timeshare and make a profit.

14. Plaintiff listed the timeshare for sale for \$12,000 thinking it was worth that much based on the Defendant's representation that it would go up in value, but he could not sell it.

Maintenance Fees

15. The sales representative never told to the Plaintiffs that their maintenance would go up or that they would be due every year (here, \$200 to \$490).

POS and Rescission – Improper Disclosures

16. Plaintiffs were not provided a Public Offering Statement or the time to review any such statement prior to the sales discussions with Sapphire staff, nor prior to the contract signing.

17. Defendant's representatives did not disclose the Rescission clause with the Plaintiffs.

18. When Plaintiffs called to cancel the timeshare, the representative told them if they tried to cancel, they would lose all their money, and just to try it for a month and they could sell it back because the Defendant would help them get rid of it.

Successor Liability

19. Defendant representatives told Plaintiffs that the timeshare would go to their kids and they "could" pass it down to their family anyway they wanted.

20. The Defendant's representative did not disclose to Plaintiffs that debt would automatically pass to their children under the "successors" liability clause of the Contract.

Cost per Use

21. The Plaintiffs paid roughly \$15,000 for the timeshare including the maintenance fees that were \$200 and are now around \$500 annually.

22. For this \$15,000, Plaintiffs were not able to use the timeshare even once in the 10 years they have owned it.

23. And, the Plaintiffs and their children (and generations that follow) shall be liable for yearly fees that are ever-rising, like history has proven here with a 150% increase in just the first decade of a perpetual/generational debt obligation.

24. Accordingly, Plaintiffs are in financial servitude to Sapphire Resorts and must pay \$15,000 plus fees forever, where there is no (zero) promised use in exchange.

Jason Herlong and Keri Herlong

1. Jason Herlong and Keri Herlong (hereinafter “Plaintiffs”) entered into their contract with Defendant GeoHoliday Vacation Club in 2014 after Defendant’s sales representatives told the Plaintiffs they could trade in a timeshare they owned for income producing Sapphire points.
2. The removal of debt (from the previous timeshare) and perhaps some extra income as well, was the primary motivating factor for this purchase.

Sales Presentation

3. Plaintiffs were originally greeted by a male sales representative, but when the Plaintiffs were not buying, the male sales representative left and a female claiming to be a Vice President replaced him. The Vice President told the Plaintiffs the sales representative had an emergency and she was stepping in to help them even though “she usually doesn’t do this.”
4. The Vice President said she had lots of points and her mom had lots of points and they rented them out to make profits.
5. During the presentations, the Vice President even called her mom on speakerphone to confirm she had generated \$80,000 of income based on her points.
6. The Plaintiffs told the Vice President that Jason Herlong was in the military and they had limited income and were actually looking for something to supplement their income.
7. The Vice President told the Plaintiffs someone had just traded in their points. Normally she would buy them herself but since she had so many, she was going to let the Plaintiffs buy them.

Contract Signing

8. Defendant's representatives did not allow the Plaintiffs to review the contract prior to signing.

9. Defendant's representatives told the Plaintiffs to sign here, initial here, this is this...

10. The sales presentation lasted so many hours that by the time the Plaintiffs signed their contract, everything was a blur.

Points Use

11. Defendant's representative told the Plaintiffs the points would be easy to use.

12. Defendant's representative told the Plaintiffs when they needed to reserve something, they could just call, and they are never fully booked.

13. Defendant's representative told the Plaintiffs they could use their points for airfare.

Points Value

14. Plaintiffs later discovered it was not easy to use the points for reservations to go somewhere. Plaintiffs were able to book only 4 of the 7 days they were promised and ended up with something they did not want. The process was really difficult.

15. The one time the consumers did use it was for 4 days at Lagunita "Resort" in isolated Big Bear, California which is more a dated motel than a luxury resort—small pool table & small indoor pool is not the promised "5-star resorts" (183 Lagunita Ln, Big Bear Lake, California). Archives of their website show what GVC owners truly get.

16. Plaintiffs learned they had to commit their points even if they did not know inventory was available. So if there is nothing available, Plaintiffs lose their points for that year.

17. It was not easy to book. Whenever Plaintiffs called and asked how to book something, the Defendant's representative told them they would need to attend an owners' presentation. When the Plaintiffs attended, Defendant's representative would try to sell them more points.

18. Plaintiffs discovered the points were not as valuable as the Defendant's representative told them.

19. When Plaintiffs tries to use their points for airfare, not only did they learn they needed 80,000 Sapphire points for 2 tickets to Boston, which cost \$700 but they had to pay an additional \$150.

IRS Taxes Advisement and Successor Advisement of a Corporate Speaking Agent

20. The VP of Sapphire told the consumers that they could deduct anything they paid for the timeshare from their IRS Taxes.

21. At the corporate resort facility of Sapphire/GeoHoliday, openly in front of staff and the public alike, a VP of Sapphire (owned by Defendant GVC), described and stated directly to the consumers that they "could" pass the points along to any of their children in their Will.

22. However, the Plaintiffs eventually found out the true nature of the forced debt liability on their lines of succession ("successors") and stated that they "never would have signed a contract that could have put debt on our children."

23. Thus that one act by an officer of the corporation, caused a purchase inextricably intertwined in the fraud schemes detailed herein.

Medical Impact

24. This debt is causing unusual mental stress upon this couple with physical manifestations, where Mr. Herlong is medically discharged from the military having sustained a debilitating Back Injury when he was at war in Afghanistan fighting for this country in his six years of service.

Resale Claims Uncovered

25. The GVC timeshare was only bought to get out of another timeshare, but in the process they would receive income-producing Sapphire points of secondary interest.

26. However, years later issues began to be uncovered and took some time to be understood, like the consumers received some mail from Quarter House concerning their old timeshare that they fully thought was “traded-in” (sold) to the Defendant.

27. Now, the reality is that the Herlongs are now stuck with two timeshares and they cannot use this timeshare as promised, and they have to be obligated to 2 timeshares, which means financial pressures, which was the entire motivation to purchase Defendant’s timeshare from the beginning (see paragraphs 1 & 2 above).

POS and Rescission – Improper Disclosures

28. Plaintiffs were not provided a Public Offering Statement or the time to review any such statement prior to the sales discussions with Sapphire staff, nor prior to the contract signing.

29. Defendant’s representatives failed to properly disclose and review the Rescission clause with the Plaintiffs.

Successor Liability

30. Defendant's representative told the Plaintiffs "your kid will inherit this and it will be awesome."

31. The representative explained to Plaintiffs that the timeshare was like an "asset we could Will."

32. Defendant's representative did not disclose to Plaintiffs that debt would automatically pass to their children under the "successors" liability clause of the Contract.

33. Had the "successors" clause of the Contract been disclosed to Plaintiffs at the point-of-sale, the contract would not have been signed.

Rental income

34. Defendant's representative told Plaintiffs they could "make rental money."

35. Plaintiffs later learned they could not use the timeshare for rental income because they could not even book their own 7-day week.

36. The Plaintiffs called Defendant's Vice President for assistance with renting. Plaintiffs were told to call at different times, she was busy, and finally she told the Plaintiffs they had the wrong number and to stop calling.

Value

37. Defendant's representative also told Plaintiff they could sell it later for a profit, but nobody does it because it is so easy to use, and it is so much fun.

38. Plaintiffs were told the timeshare was worth a lot because other people wanted these points, they would go up in value and would be easy to sell.

Cost per Use

39. The Plaintiffs paid \$2700 as a down payment and have a \$13,000 high-interest timeshare mortgage.

40. Including the \$1300 they pay annually for maintenance fees, this roughly amounts to \$40,000 for 10 years of high-interest and rising fees for a timeshare that they are unable to use and for which Defendant's representative told them would produce income.

41. Based on these calculations, Plaintiff's one use costs them \$8,000 for the 4 days or \$2,000 a night.

Francine L'Esperance

1. Francine L'Esperance (hereinafter "Plaintiff") entered into her upgraded timeshare contract with Defendant GeoHoliday Vacation Club after Defendant's sales representatives told the Plaintiff and her late husband, Pierre Leduc (d. 2010) that they would lose access to trading and booking.

2. Plaintiff had already paid Defendant over \$20,000 and she did not want to lose their "investment" or the booking and trading services because it was the only perk the timeshare provided.

Upgrade by Phone and Email

3. Plaintiff called Defendant's General Director Betty Eisendtadt after receiving an email stating "upgrade required."

4. The Defendant's General Director told Plaintiff she would lose access to booking and trading, which would now be available to GeoPlus members only, unless she upgraded and there were no negotiations.

5. When Plaintiff told the General Director she was did not want to upgrade because she felt pressured and cheated and she wanted time to think about as they were about to leave the country for 5 weeks, the General Director told her she would put her on the "blacklist" and would only speak with her husband going forward and hung up on her.

6. Plaintiff requested a copy of the Upgrade Contract before she made a decision, but the Defendant refused to send it to her.

7. In order to entice the Plaintiff into upgrading, the Defendant's General Director told the Plaintiff she would lower the from \$10,000 to \$5,000; however, it was available for that day only.

8. Afraid of losing her "investment" and the booking and trading services, Plaintiff sent Defendant's representative an email agreeing to the upgrade

Contract Signing

9. Defendant's representative sent the Plaintiff the Contract. Plaintiff reviewed the Contract and was convinced by her conversation with the Defendant's General Director she had no choice because she was going to lose her investment if she did not sign.

10. Plaintiff signed a 45-year membership without the benefit of reviewing the Contract by an attorney.

Points Use

11. The Contract provided Plaintiff with 30,000 points per year; however, they had "accelerated services" which allowed them to buy 3 times the points in any given year by paying 2 times or 3 times in maintenance fees.

12. Defendant's representative promised Plaintiff access to cruises and enrollments into all types of benefits.

Points Value

13. Plaintiffs later discovered, they could not go where they wanted with their 30,000 points and that she would have to purchase more points to go anywhere.

14. Plaintiff noticed everything was more expensive and services went down after the Upgrade, and they had to cover the difference.
15. Plaintiffs later learned they would have to pay all-inclusive level prices for booking and services, which was not disclosed to them by the Defendant's representatives.
16. Plaintiff had difficulty using her membership as promised.
17. Plaintiff tried to book a trip to Vienna to visit her son and learned she needed to make a reservation 6-9 months in advance.
18. Plaintiff learned she could not book a full week using her membership. She went to Aruba and was forced to move 3 times over a 2-week period and had to book outside of her membership because there was no availability.
19. Plaintiff had to purchase plane tickets even though she paid all-inclusive rates for discounted tickets. She ended up paying for more expensive plane tickets.
20. Plaintiff learned she had to pay \$350 every time she wanted to make a reservation.
21. Plaintiff discovered some resorts charge as much as \$250 per day per person and it costs her \$3000 more to use her GeoHoliday membership than Expedia per vacation.

Value; Fees; and Successor Liability

22. Defendant's representative told Plaintiff the membership has a lot of value and could be transferred to friends and family.

POS and Rescission – Improper Disclosures

23. Plaintiff was not provided a Public Offering Statement or the time to review any such statement prior to the sales discussions with GeoHoliday staff, nor prior to the contract signing.

24. Defendant's representatives failed to properly disclose and review the Rescission clause with the Plaintiff. Plaintiff discovered it in the contract independently after the transaction.

Salability

25. Plaintiff decided to sell the timeshare to get out of it.

26. Plaintiff discovered from GeoHoliday that they needed to authorize and approve any sale of the membership.

27. Plaintiff listed the timeshare for sale for \$9,000 thinking it was worth money as she was told it would always be valuable, however, she later learned that timeshares are being listed for sale for only \$1.00, and they are still not selling.

28. Plaintiff has discovered that the claimed "asset" has no value, and although it is declining in benefits, the maintenance fees have nonetheless risen by over 300%.

29. Plaintiffs had to pay \$5000 more than expected to Geo in increased annual fees, along with booking and trade fees.

30. Most of the resorts charged "Members" (Plaintiffs) up to \$250 per person and per day, so two people would \$500 times the days (a week is \$3500).

31. Plaintiff recently compared booking costs where it cost about \$3000 more to book a week with GeoHoliday (as a Member) than it would be with Expedia (for the public).

32. The comparison was for the same week-long vacation that she could have booked immediately for the next day, which contrast the 7-11 months advanced booking time required by the only booking system Defendant GeoHoliday provides for the Plaintiffs herein.

33. On a past trip by the Plaintiffs, GeoHoliday materially breached Paragraph 3 of the Membership Use Agreement:

(1) “The Membership entitles me/us to the use of a furnished Unit during each of my/our Assigned periods commencing January 31, 2008.”

34. Plaintiff had to move three times because they didn’t have her room available for the length of stay. Ultimately, they had to book a room outside of the service.

Successor Liability

35. Defendant’s representatives told the Plaintiff this was an “investment” not only for her but her whole family because she could add members of her family to have access to it even if she dies.

36. At no point did the Defendant’s representatives disclose to Plaintiff generational liability debt would be automatically passed on to all of her children (jointly and severally liable), and to their children for 45 years into the future.

Cost per Use

37. The Plaintiff paid roughly \$40,000 for the timeshare including her maintenance fees were \$413, and now \$1600 annually.

38. And for this \$40,000, Plaintiff is unable to use it due to lack of availability and it being too expensive to use since the upgrade.

Sarah Morey and Daniel Kitner

1. Sarah Morey and Daniel Kitner (hereinafter “Plaintiffs”) entered into their contract with Defendant Sapphire Resorts in January 2017 and were convinced to upgrade in September 2017 after Defendant’s sales representatives told the Plaintiffs they would become owners with a lifetime membership instead of members under the 45-year membership they purchased in January. They were told it would only go from \$168 to \$234 per month for the total cost, plus they would add several free vacation weeks (this was illusionary), however, there are unknown generational liability for unknown annual fees that were lurking within the Contract.

2. Plaintiffs were invited to a “New Member Meeting” while in Las Vegas, in order to give additional information that was required.

New Member Meeting

3. The New Member Meeting was in actuality a 4-hour of delays and sales presentation to convince the Plaintiffs to upgrade their contract.

4. Defendant’s sales representative explained to the Plaintiffs how wonderful life is when they have a timeshare.

5. The representative showed the Plaintiff numbers about how much vacations cost now and to imagine how much vacations could cost GeoHoliday for our kids in 20 years. However, the rep’s cost analysis left out the high-interest and [ever-increasing] yearly maintenance fees.

6. The sales representative counseled the Plaintiffs he had 4 timeshares and it is what kept he and his wife together. The representative gave the Plaintiffs statistics about marriages that are more successful if they vacation together.

7. The sales representative told the Plaintiffs if they became “owners”, it would be a lifetime membership and convinced the Plaintiffs it was better than being “just a member” for just an additional \$66 per month.
8. The representative explained all the benefits of being owners versus members to the Plaintiffs and gave the Plaintiffs several free vacations.
9. Defendant’s representative convinced the Plaintiffs they were getting so many more benefits for such a small increase in their monthly payments.
10. The representative told the Plaintiffs this was their opportunity to do it and this deal was a rush for them because it’s only available for a window of time.

Contract Signing

11. After the presentation, Plaintiffs were taken to a private office with another of the Defendant’s representatives.
12. Defendant’s representative had a huge stack of papers (the Contract) on her desk. The representative flipped the pages, summarized it and told the Plaintiffs to sign without giving the Plaintiffs the option or opportunity to read the contract. The representative told the Plaintiffs they had been there for so long so she would go quickly so the Plaintiffs could enjoy the rest of their vacation.
13. The contract signing process took about 20-minutes after a 4-hour presentation

Maintenance Fees

14. Defendant's representative did not disclose at all to Plaintiffs that there would be annual maintenance fees.

15. Plaintiffs were shocked to receive a bill for \$1100 the December after they signed their Contract. They called the Defendant because she did not know why they were receiving the bill. When the Defendant's representative finally returned their call, the representative said "you signed this."

Points Use

16. Defendant's sales representative told the Plaintiffs they could go anywhere they wanted, have rooms with ocean views, stating "life is good!" when you are a Sapphire owner.

17. The sales representative showed the Plaintiffs pictures of destinations in Hawaii and Mexico with beautiful rooms with beautiful views and convinced Plaintiffs that every time they book, they would stay at a 5-star resort.

Points Value

18. Plaintiffs later discovered it was impossible to use the timeshare as the representatives told them.

19. Plaintiffs tried to book vacations multiple times and found it impossible to find a room in the location they wanted.

20. When Plaintiffs called to book a hotel room, the booking representative that the Plaintiffs are required to use told them the resorts are booked years in advance.

21. Plaintiffs discovered in order to use their points, they would have to do it within a 30-day window which made booking a room impossible.

22. Defendant's representative promised the Plaintiffs that under their agreement, they could stay at the Jockey Club in Las Vegas whenever they wanted because they were members.

23. Sarah Morey told the representative her birthday was coming up and the representative told her they had to stay there at the Jockey Club because the rooms for Owners had amazing views of the Bellagio fountain.

24. When the Plaintiffs stayed at the Jockey Club, they did not get the view they were promised. Rather, the view that was out of their window was a brick wall. It was a major disappointment.

Tax Incentives

25. Defendant's sales representative told the Plaintiffs as owners they could write the timeshare off for substantial tax savings on their IRS taxes.

26. The representative told the Plaintiffs that being owners meant that their timeshare had a mortgage like a home, and it would be tax deductible.

POS and Rescission – Improper Disclosures

27. Plaintiffs were provided a Public Offering Statement, but there was no time to review any such statement prior to the sales discussions with Sapphire staff, nor prior to the contract signing.

28. Defendant's representatives failed to properly disclose and review the Rescission clause with the Plaintiffs.

Successor Liability

29. Defendant's representative told the Plaintiffs if they became owners, it was a lifetime membership that upon the Owners' demise "could" be passed on to whatever children the Plaintiffs elected in their Will. which could not be done with the 45-year membership.

30. The representative explained to Plaintiffs that the timeshare was a valuable asset that the Plaintiffs could sell, gift or will as they choose.

31. At no point did the Defendant's representatives disclose to Plaintiffs that debt would automatically pass to all of their children (joint & several liability) under the "successors" liability clause that was already the Contract.

32. Had the "successors" clause of the Contract been disclosed to Plaintiffs at the point-of-sale when discussing passing the interest on to those same children, the Contract would never had been signed.

Rental income

33. The sales representative told the Plaintiffs they could rent their timeshare and make money off of it and that it would be easy to rent.

34. The sales representative told the Plaintiffs he rented his own timeshare out to some of his friends and they paid him for the use. It was a great deal to pay for costs and the rep made money. The rep said the Plaintiffs could easily make money off their Sapphire too.

Cost per Use

35. The Plaintiffs paid \$900 as a down payment when they made the initial purchase. When they upgraded, they paid another \$800 as a down payment and ended up with a \$13,000 high-interest timeshare mortgage.

36. Including the [totally unknown at the point-of-sale] \$1200 they pay annually for maintenance fees (subject to increases), this roughly amounts to \$40,000 for 10 years of high-interest and rising fees for a timeshare the Plaintiffs are unable to use as promised by GeoHoliday's staff.

37. The \$40,000 10-year projection even for 10 weeks of use in Vegas-priced accommodation with a brick wall view, amounts to about \$4,000 a week, but given the real-world difficulties in booking, the price may double (\$8,000/wk).

Ana G. Ramirez and Oscar Rojas Fleming

1. Ana G. Ramirez and Oscar Rojas Fleming (hereinafter “Plaintiffs”) entered into their contract with Defendant Sapphire Resorts in January 2015 and were convinced to upgrade in June 2015 after Defendant’s sales representatives told the Plaintiffs they were not owners but renters. By upgrading, they would no longer be renting; instead, they would own property.

2. Plaintiffs were convinced they owned property when they made their initial purchase in January 2015. They learned they did not own property by Defendant’s claim and they were extremely upset and were convinced to attend a contrived “Owners Update Meeting” just as Defendant had design.

Owners Update Meeting

3. The Defendant’s representative told the Plaintiffs and they needed to sign an upgrade to establish property rights and title, because it was too late to fix their original contract and the only way to make it right was to sign the second contract.

4. Defendant’s sales representative explained to the Plaintiffs that the increase with an upgrade was only \$60 more a month and if you wanted everything exactly the way what you want, it’s only \$220 a month.

5. The representative told the Plaintiffs by fixing the old contract, they would finally real property become owners at Sapphire.

6. Defendant’s representative told the Plaintiffs the offer was a one-time deal. If Plaintiffs did not sign now, there was nothing they could do to correct their old contract and they would be stuck being renters for the next 30 years. Furthermore, they were told that they would never get

what they want because “owners” get priority and Plaintiffs as “renters” would only get whatever is left.

Contract Signing

7. Defendant’s representative went through the contract really quickly and summarized it by briefly interpreting that the legal clauses meant.

8. The representative said everything he had promised was on the contract and Plaintiffs should sign it.

9. When Plaintiffs asked for time to consult with an Attorney, the Defendant’s representative told the Plaintiff they had to sign right now because this was a one-time offer.

Maintenance Fees

10. Defendant’s representative did not disclose at all to the Plaintiffs that there would be annual charges for maintenance fees.

11. Plaintiffs were shocked to receive a bill for \$1100 the December after they signed their contract. They called the Defendant because she did not know why they were receiving the bill. When the Defendant’s representative finally returned their call, the representative said “you signed this.”

Points Use

12. Defendant’s sales representative told the Plaintiffs they could stay wherever they like. The representative said, “if you want to go to Disneyland, go to Disneyland.”

13. The representative told Plaintiffs they could be spontaneous and “you can just plan your vacation and go.”

14. The representative said the hotels they could book were extremely luxurious.

15. The representative told the Plaintiffs they would be able to have their friends and families stay with them in a luxurious condo with 3 bedrooms.

Points Value

16. Plaintiffs later discovered they could not use their timeshare as promised.

17. The Plaintiffs were not able to use their timeshare in 2016 because there was no availability in Los Angeles.

18. Plaintiffs tried to book a trip to Disneyland but they could never find anything. Plaintiffs ultimately booked their trip through Expedia.

19. The same thing happened when Plaintiffs tried to book a trip to New York. The Plaintiffs called 6 months in advance and still could not book. As a result, Plaintiffs had to pay out of pocket again.

20. Plaintiffs accumulated a lot of points from 2016 because they were not able to use the timeshare. With all these points, they found only 3 locations in California which they could book.

21. Plaintiffs used their points for a trip to Lake Tahoe and it was not luxurious as Defendant’s representative promised.

22. Plaintiffs were promised they could book a 3-bedroom for their large family but were placed in a 1-bedroom because there was no 3-bedrooms available. As a result, they had to book 2 rooms and had to use all of their points they had accumulated.

Tax Incentives

23. Defendant's sales representative told the Plaintiffs they would save money on their taxes because the timeshare was real property that they own.

24. The Sapphire representative told Plaintiffs it was real estate that the Plaintiffs owned and they could write it off on their IRS taxes and have a tax incentive for owning the property.

POS and Rescission – Improper Disclosures

25. Plaintiffs were not provided a Public Offering Statement or the time to review any such statement prior to the sales discussions with Sapphire staff, nor prior to the contract signing.

26. Defendant's representatives failed to properly disclose the Rescission clause to the Plaintiffs.

Successor Liability

27. Defendant's representative told the Plaintiffs that "this prime real estate is a valuable asset" they could give to their kids.

28. The Defendant's representative did not disclose to Plaintiffs that debt would automatically pass to their children under the "successors" liability clause of the Contract.

29. Had the "successors" clause of the Contract been disclosed to Plaintiffs at the point-of-sale, the contract would not have been signed.

Rental income

30. The sales representative told the Plaintiffs they could rent their timeshare and make money off of it and that it would be easy to rent.

31. The representative told the Plaintiffs they could pay for the maintenance fees, mortgage payments or make extra money by renting their timeshare.

32. The sales representative told the Plaintiffs he rented it out to some of his friends and they paid him for the use. It was a great deal and he made money.

33. The representative told the Plaintiffs they could rent it out and make reservations with other people's names.

34. When Plaintiffs tried to make a reservation for their parents, the reservation staff said one of the Plaintiffs had to be part of the reservation.

Salability

35. Defendant's representative told the Plaintiffs the timeshare was "prime real estate" and it would be easy to sell.

Buyback

36. Defendant's representative told the Plaintiffs that Defendant would be happy to take it back if they ever don't want it.

37. When Plaintiffs called, the representative said they do not do that and whoever told them that no longer works there and that's why they were fired. Yet even still. Defendant's staff

refused to honor the commitment (they fully knew about) made in the name of Sapphire/GeoHoliday.

Cost per Use

38. The Plaintiffs paid \$1000 as a down payment, took out a \$12,000 high-interest timeshare mortgage.

39. Including the \$1200 they pay annually for maintenance fees, this roughly amounts to \$36,000 for 10 years of high-interest and rising fees for a timeshare that has a 1 in 3 years use rate, so that would be about \$12,000 per week for an average hotel room, and impracticable booking limitations as detailed above.