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LUCAS COUNTY

2015 MAR 18 PM 3:25

COMMON PLEAS COURT  
BERNIE QUILTER  
CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF LUCAS COUNTY, OHIO

State of Ohio, ex rel. Michael DeWine	)	Case No. CI0201502366
Attorney General of Ohio	)	
	)	Judge Michael Goulding
Plaintiff,	)	
	)	<b><u>CONSENT JUDGMENT</u></b>
v.	)	<b><u>AND FINAL ORDER</u></b>
	)	
A2Z Vacations, LLC, et al.	)	
	)	
Defendants.	)	

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This matter came to be heard upon the filing of a Complaint by Attorney General Michael DeWine on April 24, 2015 for violations of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., its Substantive Rules, Ohio Administrative Code (“O.A.C.”) 109:4-3-01 et seq., and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 et seq. By signing this Entry, Defendants A2Z Vacations, LLC (A2Z), Great Quest Travel, Inc., dba One and Only Travel (Great Quest), World Wide Travel Resources (World Wide), Travel Supplier of America, Inc. (Travel Supplier) and Universal Concepts, Inc., (Universal), collectively “the Defendants,” submit to the personal jurisdiction of this court and consent to the entry of this Consent Judgment and Final Order (“Consent Judgment”). The parties hereto, believing it to be in their best interests, have agreed to settle and to resolve the matters in the above captioned case. By signing this Consent Judgment, Defendants, without admitting liability, consent to the

findings of fact and conclusions of law of this court and consent to the entry of this Consent Judgment.

### **FINDINGS OF FACT**

1. Defendant A2Z is a Wyoming corporation located in Texas that sells vacation travel club memberships to consumers. Defendant A2Z uses direct mail marketing to solicit Ohio consumers to attend their sales presentations. Defendant A2Z is not registered with the Ohio Secretary of State.
2. Defendant Great Quest is an Alabama corporation that is registered with the Ohio Secretary of State as a foreign corporation and is a distributor of Defendant A2Z's travel club memberships. Defendant Great Quest made sales presentations of A2Z's travel club memberships at a hotel located in Toledo, Ohio.
3. Defendant World Wide is a Louisiana corporation and is a distributor of Defendant A2Z's travel club memberships. Defendant World Wide made sales presentations of A2Z's travel club memberships at a hotel located in Cleveland, Ohio. Defendant World Wide is not registered with the Ohio Secretary of State.
4. Defendant Travel Supplier is a Delaware corporation and is a distributor of Defendant A2Z's travel club memberships. Defendant Travel Supplier made sales presentations of A2Z's travel club memberships at a hotel located in Columbus, Ohio. Defendant Travel Supplier is not registered with the Ohio Secretary of State.
5. Defendant Universal is a Delaware corporation that received payment from consumers for the purchase of Defendant A2Z's travel club memberships. Defendant Universal is not registered with the Ohio Secretary of State.

6. Defendants represented to consumers that a membership with Defendant A2Z would result in deeply discounted prices on hotels, resort or condo vacations, car rentals, cruises, and golfing. During sales presentations, the represented savings were often overstated or exaggerated.
7. At the time of sale, Defendants Great Quest, World Wide, and Travel Supplier presented consumers with a pre-printed contract that included a "Members' Right to Cancel."
8. The "Members' Right to Cancel" stated that the consumer may cancel the contract within three business days, but only if the notice was mailed by certified mail.
9. The "Members' Right to Cancel" stated that "the Member Processing Fee of \$399.00 is non-refundable and member will be charged a 15% cancellation of Membership Price fee."
10. Defendants notified consumers, directly or indirectly, that they were selected or eligible to receive a prize, gift or thing of value without disclosing, at the time of the notification, that receipt was conditioned upon the consumers listening to or observing a sales promotional effort by Defendant Great Quest, Defendant World Wide, or Defendant Travel Supplier and that an attempt would be made to induce the consumers to undertake a monetary obligation.
11. Defendants notified consumers, directly or indirectly, that they were selected or eligible to receive a prize, gift, or thing of value without disclosing, at the time of the notification, the market value of the prize, gift, or thing of value.

### **CONCLUSIONS OF LAW**

12. This Court has jurisdiction over the subject matter, issues and parties to this judgment.
13. The Ohio Attorney General is the proper party to bring this action.
14. The CSPA and the HSSA govern the business practices of the Defendants.
15. Defendants are "suppliers," as that term is defined at R.C. 1345.01(C), as Defendants engaged in the business of effecting consumer transactions by soliciting and selling vacation

travel club memberships to individuals in Ohio, including in Lucas County, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

16. Defendants engaged in “home solicitation sales” as that term is defined in R.C. 1345.21(A), as Defendants, at all times relevant herein, sold consumer goods or services in which the buyer’s agreement or offer to purchase was made at a place other than the sellers’ places of business.
17. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3).
18. A supplier commits unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), and R.C. 1329.01 by doing business in Ohio without registering with or reporting to the Ohio Secretary of State.
19. A supplier commits unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(1) by representing that the subject of a consumer transaction has performance characteristics, accessories, uses or benefits that it does not have.
20. A supplier commits unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and O.A.C. 109:4-3-06(A)(2) by notifying consumers or prospective consumers that they have been selected or were eligible to win prizes or receive things of value, without clearly and conspicuously disclosing at the time of the prize notification, that the receipt of the prizes or things of value were conditioned upon the consumers’ listening to or observing sales promotional efforts and that attempts would be made to induce the consumers or prospective consumers to undertake monetary obligations.

21. A supplier commits unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and O.A.C. 109:4-3-06(A)(2) by notifying consumers or prospective consumers that they have been selected or were eligible to win prizes or receive things of value, without clearly and conspicuously disclosing at the time of the prize notification, the market value of the prize or thing of value.
22. A supplier commits deceptive acts or practices in violation of the HSSA, R.C. 1345.22, by restricting a consumer's right to cancel by requiring that it be done by certified mail.
23. A supplier commits unfair or deceptive acts or practices in violation of the HSSA, R.C. 1345.23, by failing to give consumers a proper notice of cancellation, by charging a cancellation fee, and by failing to give full refunds to consumers after cancellation.

**ORDER**

24. For the purpose of effecting this Consent Judgment, it is therefore ORDERED, ADJUDGED and DECREED that Defendants, under these or any other names, their agents, partners, representatives, salespersons, employees, successors and assigns, and all persons acting in concert and in participation with them, directly or indirectly, through any corporate devise, partnership or association, and in connection with any consumer transaction, are hereby PERMANENTLY ENJOINED from committing any unfair, deceptive, or unconscionable act or practice that violates the CSPA, R.C. 1345.01 et seq., including but not limited to the violations of specific statutes and rules described in this Consent Judgment.
25. Pursuant to R.C. 1345.07(D), Defendants are ordered, jointly and severally, to pay civil penalties in the amount of Seventy-Five Thousand Dollars (\$75,000.00) with all but Seventy-Five Hundred Dollars (\$7,500.00) suspended. In the event of a violation of this Consent Judgment, the balance of this civil penalty shall become due and owing from whatever Defendant(s) violates this Judgment. Such payment shall be made to the Ohio Attorney

General by paying Two Thousand Five Hundred Dollars (\$2,500.00) within seven (7) days following this Order by delivering a certified check or money order made payable to the “Ohio Attorney General’s Office,” and directed to:

Compliance Officer  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 E. Broad Street, 14th Floor  
Columbus, Ohio 43215

The balance of Five Thousand Dollars (\$5,000.00) shall be paid in the same manner, at any time, within six months of filing of this Consent Judgment.

26. Pursuant to R.C. 1345.07(B), Defendants are ordered, jointly and severally, to pay consumer damages in the total amount of Forty-four Thousand, Two Hundred Dollars and 97/100 (\$44,200.97), unless Defendants provide satisfactory evidence to the Attorney General that any consumer identified to receive restitution has already been paid by Defendants. If such evidence is provided, that amount shall be subtracted from the foregoing amount. Any funds paid shall be distributed at the sole discretion of the Ohio Attorney General. Such payment shall be made to the Ohio Attorney General by paying Ten Thousand Dollars (\$10,000.00) within seven (7) days following this Order by delivering a certified check or money order made payable to the “Ohio Attorney General’s Office,” and directed to:

Compliance Officer  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 E. Broad Street, 14th Floor  
Columbus, Ohio 43215

The balance of Thirty-four Thousand, Two Hundred Dollars and 97/100 Cents (\$34,200.97) shall be paid in the same manner, at any time, within six months of filing of this Consent Judgment.

27. It is hereby ORDERED that Defendants are to pay the court costs associated with this matter.

IT IS SO ORDERED.

MARCH 18, 2014  
Date

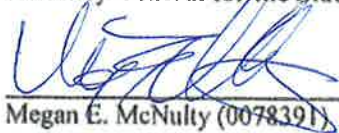
Frederick H. M. Donald  
Judge Michael Goulding

JOINTLY APPROVED AND SUBMITTED FOR ENTRY:

**FOR PLAINTIFF, STATE OF OHIO**

**Michael DeWine**

**Attorney General for the State of Ohio**



3-15-16

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Date



**FOR DEFENDANT, GREAT QUEST TRAVEL, INC.**

  
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3-11-16

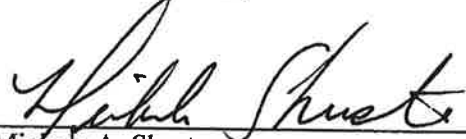
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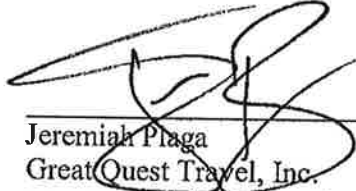
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**JOINTLY APPROVED AND SUBMITTED FOR ENTRY:**

**FOR PLAINTIFF, STATE OF OHIO**

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