

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ANGEL BAKOV and JULIE
HERRERA, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

CONSOLIDATED TRAVEL
HOLDINGS GROUP, INC., a Florida
corporation, CONSOLIDATED
WORLD TRAVEL, INC. d/b/a
HOLIDAY CRUISE LINE, a Florida
corporation, JAMES H. VERRILLO,
an individual, DANIEL E.
LAMBERT, an individual,
JENNIFER POOLE, an individual,
and DONNA HIGGINS, an
individual,

Defendants.

Case No. 1:15-cv-02980

Hon. Harry D. Leinenweber

Hon. Susan E. Cox

CONSOLIDATED CLASS ACTION COMPLAINT

Plaintiffs Angel Bakov (“Bakov”) and Julie Herrera (“Herrera”) (collectively, “Plaintiffs”) bring this Consolidated Class Action Complaint against Defendants Consolidated Travel Holdings Group, Inc. (“CTH”), Consolidated World Travel, Inc. d/b/a Holiday Cruise Line (“HCL”), James H. Verrillo (“Verrillo”), Daniel E. Lambert (“Lambert”), Jennifer Poole (“Poole”), and Donna Higgins (“Higgins”) (collectively, “Defendants”) on behalf of themselves and all others similarly situated, and complain and allege upon personal knowledge as to themselves and their own acts and experiences and, as to all other matters, upon information and belief, including investigation conducted by their attorneys.

I. NATURE OF THE ACTION

1. Defendant HCL offers cruise packages and operates a cruise ship known as the Grand Celebration. In an effort to market products and services, Defendants made (or directed to be made on HCL's behalf) calls to the cellular telephones of Plaintiffs and each of the members of the Class without prior express written consent in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* ("TCPA") and without prior express consent in violation of the Automatic Telephone Dialers Act, 815 ILCS 305/1, *et seq.* ("ATDA").

2. Neither Plaintiffs nor the other Class members ever consented in writing, authorized, desired or permitted Defendants to make calls to their cellular telephones.

3. By making such unauthorized calls, Defendants caused Plaintiffs and each of the Class members actual harm, including the aggravation and nuisance that necessarily accompanies the receipt of unsolicited calls, and the monies paid to their cellular carriers for the receipt of such calls.

4. In order to redress these injuries, Plaintiffs seek an injunction requiring Defendants to cease all unsolicited calling activities, an award of statutory damages to the Class members under the TCPA and ATDA, and trebled actual damages under the ATDA, together with costs and reasonable attorneys' fees.

II. JURISDICTION AND VENUE

5. This Court has original jurisdiction over Count I, pursuant to 28 U.S.C. § 1331, because it arises under the laws of the United States.

6. This Court has supplemental jurisdiction over Count II, pursuant to 28 U.S.C. § 1367, because Count II arises out of the same common nucleus of operative facts as Count I.

7. This Court has personal jurisdiction over Defendants, pursuant to the Illinois Long-Arm Statute, 735 ILCS 5/2-209, because Defendants transact business and committed a tortious act in Illinois. Further, by engaging in solicitation activities within Illinois, Defendants have subjected themselves to the personal jurisdiction of Illinois. In addition, Verrillo, Poole, and Higgins are subject to the personal jurisdiction of Illinois based on their personal involvement in the business, solicitation, and tortious activities conducted on HCL's behalf in Illinois.

8. Venue is proper in this District, pursuant to 28 U.S.C. § 1391(b)(2), because a substantial part of the events or omissions giving rise to this action occurred in this District.

III. PARTIES

Plaintiffs

9. Plaintiff Bakov is an individual domiciled in Cook County, Illinois.

10. Plaintiff Herrera is an individual domiciled in Cook County, Illinois.

Defendant CTH

11. Defendant CTH is a corporation organized in and existing under the laws of the State of Florida with its principal place of business at 2419 East Commercial Boulevard, Suite 100, Fort Lauderdale, Florida 33308.

12. CTH is a holding company.

13. CTH wholly owns two subsidiaries, including Defendant HCL and Caribbean Cruise Line, Inc. ("Caribbean Cruise Line").

Defendant HCL

14. Defendant HCL is a corporation organized in and existing under the laws of the State of Florida with its principal place of business at 2121 West Oakland Park Boulevard, Suite 1, Fort Lauderdale, Florida 33311.

15. Defendant HCL is the registrant of the fictitious name “Holiday Cruise Line.”

Defendant Verrillo

16. Defendant Verrillo is an individual domiciled at 2021 10th SE Avenue, Unit 204, Fort Lauderdale, Florida 3316.

17. Verrillo is a corporate officer of Defendants HCL and CTH.

18. Verrillo is a majority shareholder of Defendants HCL and CTH.

19. Verrillo is directly involved in the marketing operations of HCL and CTH.

Defendant Lambert

20. Defendant Lambert is an individual domiciled at 4201 NE 25th Avenue, Fort Lauderdale, Florida 33308.

21. Lambert is a corporate officer of Defendants HCL and CTH.

22. Lambert is the second largest shareholder of Defendants HCL and CTH.

23. Lambert is directly involved in the marketing operations of HCL and CTH.

Defendant Poole

24. Defendant Poole is an individual domiciled at 1805 NW 15th Street, Fort Lauderdale, Florida 33311.

25. Poole is a corporate officer of Defendant HCL.

26. Poole is the Director of Marketing for HCL.

27. Poole is directly involved in the marketing operations of HCL.

Defendant Higgins

28. Defendant Higgins is an individual domiciled at 5371 NE 17th Terrace, Fort Lauderdale, Florida 33334.

29. Higgins is a corporate officer of Defendant HCL.

30. Higgins is the President and Marketing Manager of Defendant HCL.

31. Higgins is directly involved in the marketing operations of HCL.

IV. FACTUAL BACKGROUND

32. Companies have employed advance technologies that make it easier to market their products and services. According to a recent report examining class actions under the TCPA in the Northern District of Illinois:

Autodialers (also known as robocalls) automatically deliver a prerecorded message to a list of telephone numbers, and thus remove the need for human representatives. These predictive dialers were developed to find better pacing (scheduling of dialing attempts) by collecting and analyzing data on the proportion of call attempts that are answered, durations of time from call initiation to answer, and durations of service. The technology was designed to minimize both the time that telemarketers must spend waiting between conversations and amount of abandoned calls experienced by consumers.¹

33. As of October 16, 2013, prior express *written* consent is required before making a call to a cellular telephone using an autodialer or prerecorded or artificial voice.

Defendants' Calls to Plaintiff Bakov

34. At all times relevant to this Complaint, Plaintiff Bakov was the subscriber of the cellular telephone number ending in 1521.

35. In or around February 2015, Bakov began to receive telephone calls to his cellular telephone from a calling number listed and displayed as 1-773-453-7311.

36. Bakov's caller identification system identified the calling number as 1-773-453-7311.

¹ Institute for Consumer Antitrust Studies, Loyola University Chicago School of Law, The Telephone Consumer Protection Act of 1991: Adapting Consumer Protection to Changing Technology 7 (Fall 2013) (emphasis added). The report "was made possible through a *cy pres* distribution from a class action involving the TCPA in the Northern District of Illinois under the supervision of Senior Judge William Hart and Magistrate Judge Morton Denlow." *Id.* at 2.

37. On or about March 26, 2015, Bakov received another call to his cellular telephone from the number 1-773-453-7311.

38. When Bakov answered the aforementioned call, a prerecorded or artificial voice said, "hello" and identified the caller as "Jennifer" from "Holiday Cruise Line."

39. "Jennifer's" responses were automated.

40. "Jennifer" stated that the call was regarding the promotion of a free cruise with Holiday Cruise Line.

41. "Jennifer's" voice was not live, but rather robotic and lacked human responses when Bakov attempted to have a conversation with "Jennifer."

42. "Jennifer" informed Bakov that Holiday Cruise Line was giving away a free cruise.

43. After Bakov provided "Jennifer" with affirmative answers to her automated questions, "Jennifer" told Bakov that he qualified for a free cruise.

44. "Jennifer" told Bakov that in order to obtain the free cruise, Bakov was required to pay "governmental port fees of \$59."

45. On information and belief, the cruise referred to in the call was aboard a cruise ship called "The Grand Celebration."

46. Defendant HCL is the owner and/or marketer of cruise packages aboard The Grand Celebration.

47. On or about April 17, 2015, Bakov received another automated telephone call to his cellular telephone from Defendants' telephone number listed as 1-773-696-0507, as identified by his caller identification system.

48. Defendants did not obtain prior express written consent from Bakov before making the calls to his cellular telephone.

Defendants' Calls to Plaintiff Herrera

49. At all times relevant to this Complaint, Plaintiff Herrera was the subscriber of the cellular telephone number ending in 7748.

50. On May 3, 2015, at 11:59 p.m. CST, Herrera received a call to her cellular telephone.

51. Herrera's caller identification system identified the calling number as "918895491600."

52. Herrera answered the call but could make out only muffled, indistinguishable voices.

53. On the morning of May 4, 2015, at 9:23 a.m., Herrera called the "918895491600" number back and was informed via pre-recorded message that the call was being recorded and that she had won a free cruise.

54. Defendants did not obtain Herrera's prior express written consent before making the calls to her cellular telephone.

55. When Herrera eventually spoke with an actual human being, that individual informed her that she was a representative of HCL and presented Herrera with a pitch regarding the cruise offer.

56. Herrera has no recollection of ever entering into any contest regarding any Holiday cruise.

57. When the HCL representative asked Herrera to provide her credit card information, Herrera requested that Holiday send a letter or email confirming its identity and the

legitimacy of the solicitation.

58. Within minutes, Herrera received the email attached hereto as **Exhibit A** containing promotional materials touting the benefits of a Holiday Cruise Line Cruise. The sender's address displayed as Register@holidaycl.com.

Defendant HCL Is The Alter Ego Of Defendant CTH

59. Defendants Lambert and Verrillo, both individually and through their holding company, Defendant CTH, own, direct, and/or control the wholly owned subsidiaries, Defendant HCL and Caribbean Cruise Line.

60. Defendant CTH does not observe corporate formalities with its subsidiaries, Defendant HCL and Caribbean Cruise Line.

61. For example, Defendants CTH and HCL use each other's assets.

62. In addition, CTH does business in HCL's name, "Consolidated World Travel."

63. CTH lists the phone number 954-630-9449 as its "sponsor number" in the Consolidated Travel Holdings Group, Inc., Employee Stock Ownership Plan. (See **Exhibit B.**)

64. When someone calls the sponsor number, however, a recorded message thanks the caller for contacting "Travel Services."

65. When the caller is connected with an operator, the operator identifies the entity as "Consolidated World Travel"—the actual name of Defendant HCL.

66. Further, Defendant CTH commingles the assets of its subsidiaries.

67. Defendant HCL's employees, including Defendants Poole and Higgins, receive and/or have received compensation for their work as employees of HCL from Caribbean Cruise Line.

68. CTH also directs employees of HCL to use the same office space and other assets of HCL's sister company, Caribbean Cruise Line.

69. For example, after Defendants Verrillo and Lambert decided to end their telemarketing campaign activities through Caribbean Cruise Line, Defendants Poole and Higgins were directed to work in the same office, at the same desk, while Verrillo and Lambert ran a similar telemarketing campaign through Defendant HCL.

Defendants Verrillo And Lambert Used Defendant HCL For An Improper Purpose

70. Defendants Verrillo and Lambert have a history of engaging in wrongful telemarketing campaigns, either directly or through companies, including those wholly owned by Defendant CTH, and then dissolving such companies after they incur liability.

71. For example, in 1999, Verrillo and Lambert were named in lawsuits filed by attorney generals of 18 states, including Illinois and the District of Columbia, for unfair and deceptive practices related to the marketing and sale of cruises.

72. In the Illinois action, the judge entered a Final Judgment And Consent Decree as to Verrillo, Lambert, and their companies.

73. Under the Final Judgment, Verrillo and Lambert agreed that they were permanently enjoined in Illinois from, among other things, "Representing to any consumer, directly or by implication, that the consumer is a 'winner' or that the consumer has been 'selected' or is otherwise being included in a select group for receipt of a prize or opportunity unless that is, in fact, true . . . when, in fact, the enterprise is a promotional scheme designed to make contact with prospective customers, and all . . . of those 'entering' receive the same 'prize.'" In addition, Verrillo and Lambert were ordered to advance \$1.5 million to a trust account to be used to pay consumer claims. (See **Exhibit C.**)

74. Also, in 2008, the Florida Attorney General commenced an action against another company owned by Verrillo and Lambert, Imperial Majesty Cruise Line, LLC (“Imperial Majesty Cruise Line”) for misleading telemarketing and/or advertising practices.²

75. On November 17, 2010, a Florida judge banned Imperial Majesty Cruise Line from charging fees above the advertised fare and ordered the company to pay \$16 million in fines and restitution. (See **Exhibit D.**)

76. Three years prior to that order, however, Verrillo and Lambert had already dissolved Imperial Majesty Cruise Line, LLC. (See **Exhibit E.**)

77. As a result, neither Majesty Cruise Line nor Verrillo nor Lambert ever paid anything pursuant to the Judge’s order.

78. Defendants Verrillo, Lambert, and CTH have also been the subject of a federal investigation.

79. On March 3, 2015, the Federal Trade Commission (“FTC”), along with ten state’s attorney generals, commenced an action against a company owned by Verrillo and Lambert, Caribbean Cruise Line, for violations of the Telemarketing Act and the FTC’s Telemarketing Sales Rule.³

80. Caribbean Cruise Line is also owned by Defendant CTH and is the sister company of Defendant HCL.

81. Defendants Poole and Higgins were also personally involved in the telemarketing campaigns conducted on behalf of Caribbean Cruise Line.

82. According to the FTC, Caribbean Cruise Line entered into an agreement with third parties whereby the third parties would generate sales leads for Caribbean Cruise Line.

² *State of Florida v. Imperial Majesty Cruise Line, LLC*, No. 08-54154(18) (Fla. Cir. Ct.).

³ *FTC et al. v. Caribbean Cruise Line, Inc. et al.*, No. 15-cv-60423 (S.D. Fla.).

83. The third parties made robocalls to consumers about a political survey.

84. During the calls the third parties would play a prerecorded message regarding a free cruise.

85. If a consumer pressed a number to hear more about the cruise offer, the third parties would transfer the calls to a Caribbean Cruise Line telemarketer.

86. If a consumer listened to at least 30 seconds of Caribbean Cruise Line's sales pitch, Caribbean Cruise Line would pay the third parties \$2-\$3 for the lead.

87. Verrillo and Lambert profited from the telemarketing activities conducted by or on behalf of Caribbean Cruise Line.

88. Thus, the goal for the third parties, Caribbean Cruise Line, and Verrillo and Lambert, was to call as many consumers as many times as possible.

89. The FTC entered into a consent judgment with Caribbean Cruise Line, whereby Caribbean Cruise Line agreed to refrain from further robocalls and to pay \$500,000 in order to suspend a civil penalty of \$7,730,000.

90. The Canadian Radio-television and Telecommunications Commission ("CRTC")—the FTC's Canadian counterpart—has also investigated Defendant CTH.

91. On March 11, 2015, the CRTC fined CTH \$200,000 for engaging in violations of Canadian telemarketing law involving calls advertising free cruises.⁴ Among the cited violations, the Canadian agency stated that CTH initiated calls via an automatic dialing-announcing device without obtaining express consent.

⁴ Notice of Violation: Consolidated Travel Holdings Group, Inc., CRTC (Mar. 11, 2015), <http://www.crtc.gc.ca/eng/archive/2015/vt150311.htm>, attached hereto as **Exhibit H**.

92. Based on essentially the same conduct, numerous class actions have been filed against Caribbean Cruise Line since 2012.⁵

93. Faced with multimillion dollar liability from proposed class actions and civil penalties, Verrillo and CTH realized they could no longer engage in the telemarketing operations conducted through CTH's subsidiary, Caribbean Cruise Line.

94. Nevertheless, Verrillo and Lambert have found telemarketing campaigns, such as the ones conducted by or on behalf of Imperial Majesty Cruise Line, Caribbean Cruise Line, and the telemarketing campaign alleged herein, to be *extremely* lucrative.

95. Indeed, Verrillo and Lambert have both personally profited (and continue to profit) immensely from their telemarketing activities and used their monies to fund lavish lifestyles.⁶

96. For example, Verrillo owns a six-bedroom, 15,000-square-foot home in Lighthouse Point, which has an estimated value of \$7.5 million.

97. Similarly, Lambert owns or has owned a nine-bedroom, 18,000-square-foot home located in Fort Lauderdale in his wife's name. The house has an estimated value of \$17.9 million.

98. Lambert also has used his profits to fund his fight club, American Top Team, and is building a new 45,000-square-foot gym.

⁵ *Birchmeier v. Caribbean Cruise Line, Inc.*, 302 F.R.D. 240, 243 (N.D. Ill. 2014) (discussing alleged telemarketing campaign involving political surveys); *see also Jackson v. Caribbean Cruise Line, Inc., et al.*, No. 2:14-02485 (E.D.N.Y.); *Gordon v. Caribbean Cruise Line, Inc., et al.*, No. 1:14-05848 (N.D. Ill.); *Izsak, et al. v. Caribbean Cruise Line, Inc.*, No. 0:14-62231 (S.D. Fla.).

⁶ Robbi Peele, NBC 6 Investigation: Caribbean Cruise Line, Inc., <http://www.nbcmiami.com/news/local/NBC-6-Investigation-Caribbean-Cruise-Line-290281751.html> (last visited Sept. 3, 2015), attached as **Exhibit I**.

99. In order to continue their lucrative enterprise, Verrillo and Lambert created another entity, Defendant HCL, as a wholly owned subsidiary of CTH.

100. HCL was created on June 13, 2012, the same year numerous class actions were filed alleging TCPA violations.

101. Verrillo and Lambert instructed the employees of Caribbean Cruise Line, including Defendants Poole and Higgins, to engage in telemarketing campaigns on behalf of HCL, like the ones previously conducted on behalf of Caribbean Cruise Line.

102. In fact, Poole and Higgins did not even have to change desks, let alone offices.

103. Further, while now purportedly working for HCL, Poole and Higgins were nevertheless continued to be paid by Caribbean Cruise Line.

104. In order to further mislead consumers about who was responsible for the conduct alleged herein, Verrillo and Lambert directed HCL to use the fictitious name “Holiday Cruise Line.”

105. In essence, Verrillo and Lambert changed the name on the door from Caribbean Cruise Line to HCL and continued to do business as usual.

106. As further alleged herein, Defendants made (or had made on HCL’s behalf) calls to consumers across the country in order to pitch a cruise offer.

107. Like the Caribbean Cruise Line telemarketing campaign, at least one third party is involved in the lead generation and/or making of the calls for HCL’s telemarketing campaign.

108. Accordingly, Verrillo and Lambert have made HCL the mere instrumentality or alter ego of CTH, and, by creating HCL as a subsidiary of CTH, Verrillo and Lambert used purported corporate formalities to engage in the improper conduct alleged herein, like they have been doing for at least the past 15 years.

Defendants Verrillo, Lambert, Poole, And Higgins Are Personally Liable

109. HCL owns and/or operates the website www.holidaycl.com. (See **Exhibit F.**)

110. HCL also uses the website www.holiday-cruiseline.com.

111. Verrillo owns and/or operates the website www.holiday-cruiseline.com. (See **Exhibit G.**)

112. Verrillo, Lambert, Poole, and Higgins personally approved, authorized, and/or participated in the marketing campaign resulting in calls to Plaintiffs' and the Class's cellular telephones.

113. Verrillo, Lambert, Poole, and Higgins oversaw the operations of HCL's representatives to whom calls were transferred after recipients of the calls answered "Jennifer's" questions.

114. Verrillo, Lambert, Poole, and Higgins approved the use of third parties to make calls on HCL's behalf and/or generate leads for calls made on HCL's behalf.

115. Verrillo, Lambert, Poole, and Higgins had the authority to determine the number and frequency of the telephone calls that were made.

116. Verrillo and Lambert, by and through their companies named as Defendants and others yet to be named, are the chief architects of the abusive practices detailed herein.

117. Verrillo and Lambert, instructed and oversaw HCL's employees, including Poole and Higgins, who were involved in the telemarketing campaign alleged herein.

118. Verrillo and Lambert, individually and through their holding company, Defendant CTH, direct, encourage, or otherwise exercise control and discretion over HCL and over HCL's dissemination of automated telephone calls to cellular telephones.

119. As owners of CTH, which is the holding company of HCL, Verrillo and Lambert were directly involved in the implementation of the telemarketing campaign alleged herein

120. Verrillo and Lambert had the authority to control the telemarketing campaign and used that authority.

121. Verrillo and Lambert compensated HCL's employees and/or third parties for making the calls and/or generating sales leads.

122. Poole and Higgins were directly involved in the implementation of the telemarketing campaign alleged herein.

123. Poole and Higgins directed and/or supervised HCL's employees who were involved in the telemarketing campaign alleged herein.

124. Poole and Higgins directed and/or supervised agents of third parties who were in the telemarketing campaign alleged herein.

125. On information and belief, Poole drafted and/or edited "Jennifer's" voice automation script.

126. Based on their direct involvement in HCL's telemarketing campaign, Defendants Verrillo, Lambert, Poole, and Higgins are personally liable under 47 U.S.C. § 227 for violations of the TCPA, which provides a private right of action against "any person."

127. Defendants made, or had made on HCL's behalf, the same or substantially the same calls *en masse* to a list of thousands of cellular telephone numbers or randomly generated phone numbers.

128. On information and belief, Defendants made these calls to Plaintiffs and the Class members using equipment that had the capacity to store or produce telephone numbers to be called using a random or sequential number generator, and to dial such numbers.

129. Plaintiffs and the Class members never consented to, requested, or otherwise desired or permitted Defendants to call their cellular telephones.

V. CLASS ALLEGATIONS

130. Plaintiffs bring Count I, as set forth below, on behalf of themselves and as a class action pursuant to the provisions of Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure on behalf of a class defined as:

TCPA Class

All individuals in the United States whose cellular telephone number HCL, or someone on HCL's behalf, called using an automatic telephone dialing system or an artificial or prerecorded voice without prior express written consent of the called party.

Excluded from the TCPA Class are Defendants and their subsidiaries and affiliates; all persons who make a timely election to be excluded from the Class; governmental entities; and the judge to whom this case is assigned and any immediate family members thereof.

131. Plaintiffs bring Count II, as set forth below, on behalf of themselves and as a class action pursuant to the provisions of Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure on behalf of a class defined as:

ATDA Class

All persons in the State of Illinois who HCL, or someone on HCL's behalf, called and played a prerecorded message placed by any device or system programmed to sequentially or randomly access stored telephone numbers to automatically connect a telephone with a recorded message.

Excluded from the ATDA Class are Defendants and HCL's subsidiaries and affiliates; all persons who make a timely election to be excluded from the Class; governmental entities; and the judge to whom this case is assigned and any immediate family members thereof.

132. "Class members" or "the Class" refer to both the TCPA Class and the ATDA Class, unless otherwise stated.

133. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

134. **Numerosity – Federal Rule of Civil Procedure 23(a)(1).** The members of the Class are so numerous that individual joinder of all Class members is impracticable. On information and belief, there are thousands of consumers who have been damaged by Defendants' wrongful conduct as alleged herein. The precise number of Class members and their addresses is presently unknown to Plaintiffs, but may be ascertained from Defendants' books and records. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. mail, electronic mail, Internet postings, and/or published notice.

135. **Commonality and Predominance – Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3).** This action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including, without limitation:

- a. The manner in which HCL compiled and called the list of cellular telephone numbers, including Plaintiffs' numbers;
- b. Whether HCL (or someone on HCL's behalf) was soliciting the sale of goods or services;
- c. Whether the equipment HCL (or someone on HCL's behalf) used to make the calls in question was an automatic telephone dialing system as contemplated by the TCPA;
- d. Whether the equipment HCL (or someone on HCL's behalf) used to make the calls in question involved the use of a prerecorded or artificial voice as contemplated by the TCPA;
- e. Whether HCL's conduct constitutes a violation of the TCPA;
- f. Whether the equipment HCL (or someone on HCL's behalf) used to make the calls in question was an autodialer as contemplated by the ATDA;

- g. Whether the equipment HCL (or someone on HCL's behalf) used to make the calls in question involved a prerecorded message as contemplated by the ATDA;
- h. Whether HCL's conduct constitutes a violation of the ATDA;
- i. Whether Plaintiffs and the Class are entitled to actual, statutory, or other forms of damages, and other monetary relief, and in what amount(s);
- j. Whether Plaintiffs and the Class are entitled to treble damages under the TCPA based on the willfulness of Defendants' conduct; and
- k. Whether Plaintiffs and the Class are entitled to equitable relief, including but not limited to injunctive relief and restitution.

136. **Typicality – Federal Rule of Civil Procedure 23(a)(3).** Plaintiffs' claims are typical of the other Class members' claims because, among other things, all Class members were comparably injured through the uniform prohibited conduct described above.

137. **Adequacy of Representation – Federal Rule of Civil Procedure 23(a)(4).** Plaintiffs are adequate representatives of the Class because their interests do not conflict with the interests of the other Class members they seek to represent; they have retained counsel competent and experienced in complex commercial and class action litigation; and Plaintiffs intend to prosecute this action vigorously. The interests of the Class members will be fairly and adequately protected by the Plaintiffs and their counsel.

138. **Declaratory and Injunctive Relief – Federal Rule of Civil Procedure 23(b)(2).** Defendants have acted or refused to act on grounds generally applicable to Plaintiffs and the other Class members, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to Class as a whole.

139. **Superiority – Federal Rule of Civil Procedure 23(b)(3).** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action.

The damages or other financial detriment suffered by Plaintiffs and the other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants, so it would be impracticable for Class members to individually seek redress for Defendants' wrongful conduct. Even if Class members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

VI. CLAIMS ALLEGED

COUNT I

**Violation of the TCPA, 47 U.S.C. § 227
(On behalf of the TCPA Class)**

140. Plaintiffs incorporate by reference the preceding factual allegations as if fully set forth herein.

141. Defendants and/or their agents made phone calls to the cellular telephone numbers of Plaintiffs and the other Class members *en masse* without their prior express consent.

142. Defendants made the calls, or had them made on HCL's behalf, using equipment that had the capacity to store or produce telephone numbers to be called using a random or sequential number generator, and to dial such numbers.

143. Defendants utilized equipment that made the calls to Plaintiffs' and other Class members' cellular telephones simultaneously and without human intervention.

144. Defendants made the calls, or had them made on HCL's behalf, using an artificial and/or prerecorded voice.

145. By making the calls to Plaintiffs and the Class, Defendants violated 47 U.S.C. § 227(b)(1)(A)(iii). As a result of Defendants' unlawful conduct, the Class members suffered actual damages in the form of monies paid to receive the calls on their cellular telephones and under section 227(b)(3)(B) are each entitled to, *inter alia*, a minimum of \$500.00 in damages for each such violation of the TCPA.

146. Should the Court determine that Defendants' conduct was willful or knowing, the Court may, pursuant to section 227(b)(3)(C), treble the amount of statutory damages recoverable by Plaintiffs and the other Class members.

COUNT II
Violation of the ATDA, 815 ILCS 305/1
(On behalf of the ATDA Class)

147. Plaintiffs incorporate by reference the preceding factual allegations as if fully set forth herein.

148. Under the ATDA, it is unlawful to use an autodialer:

- a. To dial numbers determined by successively increasing or decreasing integers. *See* 815 ILCS 305/15(c); *see also* 815 ILCS 305/30(a) (a violation of § 15 is a violation of the ATDA);
- b. In a manner that impedes the function of any caller ID when the caller's equipment is capable of allowing the display of the caller's number. *See* 815 ILCS 305/15(d); *see also* 815 ILCS 305/30(a) (a violation of § 15 is a violation of the ATDA); and
- c. To play a prerecorded message. *See* 815 ILCS 305/30.

149. Defendants and/or their agents made phone calls to the telephone numbers of Plaintiffs and the other Class members *en masse* without their prior express consent.

150. Defendants made the calls, or had them made on HCL's behalf, using equipment that is capable of storing telephone numbers and which is programmed to sequentially or

randomly access the stored telephone numbers in order to automatically connect a telephone with a recorded message.

151. Defendants made the calls to solicit goods and/or services.

152. Accordingly, Defendants and/or their agents violated the ATDA in three ways.

153. *First*, Defendants and/or their agents used an autodialer to dial numbers determined by successive increasing or decreasing integers.

154. *Second*, Defendants and/or their agents made the calls in a manner that impedes the caller ID of cellular telephones of Plaintiffs and the Class.

155. *Third*, Defendant's calls play a recorded message, namely "Jennifer's" automated and prerecorded responses.

156. By making the calls to Plaintiffs and the Class, Defendants violated the ATDA. As a result of Defendants' unlawful conduct, the Class members suffered actual damages in the form of monies paid to receive the calls on their cellular telephones, and under 815 ILCS 305/30, are each entitled to trebled actual damages, statutory damages in the amount of \$500 per violation, costs, and reasonable attorneys' fees.

VII. JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of all claims in this Complaint so triable.

VIII. REQUEST FOR RELIEF

WHEREFORE, Plaintiffs Angel Bakov and Julie Herrera, individually and on behalf of the Class, requests that the Court enter an Order:

- A. Certifying the Class as defined above, appointing Plaintiffs as the representatives of the Class, and appointing their counsel as Class Counsel;
- B. Awarding of actual or statutory damages;

- C. Requiring Defendants to cease all cellular telephone call activities initiated without prior express written consent, and otherwise protecting the interests of the Class;
- D. Awarding of reasonable attorneys' fees and costs; and
- E. Granting such other and further relief that the Court deems reasonable and just.

Dated: September 17, 2015

Respectfully submitted,

By: /s/ Joseph J. Siprut

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**Pro hac vice* application
forthcoming

***Counsel for Plaintiffs and the
Proposed Putative Class***

CERTIFICATE OF SERVICE

The undersigned, an attorney, certifies that the foregoing **Consolidated Class Action Complaint** was filed electronically with the Clerk of the Court using the CM/ECF system on this 17th day of September 2015 and served electronically on all counsel of record.

—*s/ Joseph J. Siprut*—

EXHIBIT A

From: <Register@holidaycl.com>

Date: Mon, May 4, 2015 at 9:42 AM

Subject: Corporate Endorsed Certified Letter of Guarantee - JZH

To: julionus1983@gmail.com

Having trouble viewing this email? [View it in your browser](#) .



Dear www , Welcome to **Holiday Cruise Line!**

We are proud to travel our cruise vacationers onboard the fun-filled Grand Celebration. the Exclusive Bahamas Cruise Ship of the Port of Palm Beach, and an Official Cruise Ship of Grand Bahama Island. For more information, please visit us at www.isreadytotravel.com

Your cruise experience is certain to be special aboard our luxurious **Grand Celebration**. This well-appointed cruise ship has all the charm and ambience of an intimate European ship, along with all the amenities typically found on larger cruise ships.

The **Grand Celebration** has 10 public decks and 751 large cabins, with more than sixty percent enjoying an ocean view. The popular pool deck has 5 refreshing pools and Jacuzzis, where sun-seekers can catch some tropical rays and enjoy the balmy ocean breezes. And below, be sure to take advantage of the stunning Spa and Fitness Center that offers relaxing beauty treatments, invigorating massages, calming saunas and steam rooms. For your dining pleasure, the ship offers 4 elegant restaurants with five-star dining options. And at night, be sure to visit the state-of-the-art 950-seat Performance Center boasting well-known musical artists &

bands, along with a world-class Casino that offers all your favorite games of chance including Blackjack, Poker, Roulette and Craps.

Below are some numbers that may be of interest:



Your significantly discounted "Cruise and Resort Stay" vacation package features the perfect balance of extraordinary destinations, outstanding service and genuine hospitality! By combining a two night Caribbean Cruise, fabulous destinations in sun-kissed Florida and the tropical Bahamas, and featuring some of the most trusted names in travel - we have created your "one call does it all" Dream Vacation for you!



YOUR VACATION PACKAGE INCLUDES:

YOUR 2 NIGHT CRUISE:

- 2 Night Cruise for two aboard the ***Grand Celebration*** to **Grand Bahama Island**, with all your meals, entertainment and activities included onboard.
- \$50.00 in Casino Match Play valid on board the ship.

PACKAGE PRICING:

- Your total package cost is only \$59 (including port charges) per person for the 1ST and 2ND passengers, based on double occupancy.



About The Ports of Call:

Holiday Cruise Line will be sending our lucky travelers on the ***Grand Celebration***, the Exclusive Bahamas Cruise Ship of the **Port of Palm Beach** and an Official Cruise Ship of **Grand Bahama Island**.



Check out these videos of past sailings @ Grand Celebration Live



About The *Grand Celebration*:

Departure Information: The *Grand Celebration*, conveniently departs from the **Port of Palm Beach** in South Florida at 5:30 P.M. (EST), and travels round trip to **Grand Bahama Island** - widely regarded as "The Jewel of the Bahamas." This tropical island paradise is known for its unspoiled powder-white beaches, crystal clear blue waters and a relaxed atmosphere. It's also home to our luxurious resort destinations including the luxurious, oceanfront **Grand Lucayan Golf & Spa Resort**.

Overview: The *Grand Celebration* boasts 751 well-appointed cabins, allowing us to travel up to 1,800 passengers comfortably. Cabin decor is modern and comfortable. With 24-hour room service available, and an emphasis on service throughout the ship, the *Grand Celebration* offers our travelers a memorable onboard cruise experience.

Dining: Everyone knows cruising and dining are synonymous, and with the *Grand Celebration*, it's no different. Multiple dining venues offer our passengers the choice of 11 distinct restaurants, bars, and lounges with mouth-watering cuisine sure to satisfy whatever their appetite is in the mood for.

Amenities: Everyone's definition of fun is different so we offer an array of entertainment options and activities for everybody in your family. We aim to make your cruise experience both enjoyable and memorable.

State-of-the-Art Performance Center: In this stunning 950 seat, two-level performance center guests can enjoy an amazing variety of top-notch nightly entertainment and regularly scheduled big name band concerts. The sun may go down but the fun and exciting activities do not.

3 Pools & 2 Jacuzzis: Listen to live music as you soak up the sun or unwind in the shade on our pool deck with five pools and jacuzzis including a kid's pool with water slides and a fun play area.

Spa, Sauna & Wellness Center: With affordably priced spa treatments you can renew your mind and body with premium therapeutic services, such as relaxing massages, soothing aromatherapy, and healing reflexology. And, for the ultimate stress relief, try our large steam room or sauna.

For more information visit us at www.isreadytotravel.com

Sincerely,

Holiday Cruise Line
2121 W Oakland Park Blvd. Suite 1
Fort Lauderdale, FL 33311

Customer Service: You may contact one of our friendly Customer Care agents

Toll Free 1-800-219-8695,

Monday - Friday 9 AM till 10 PM, and for your convenience Saturday 10 AM till 4 PM (EST).

Passports on the ship are not needed, but are recommended and make getting on and off the cruise ship easier. For cruise only passengers that do not have a passport, a driver's license and raised-seal birth certificate are required.

For our customers that are staying on Grand Bahama Island with one of our **Stay and Play packages**, a passport is absolutely necessary.

Get your Passport from U.S. Department of State

If you want to get your Passport faster go here

www.PassportVisasExpress.com.

**Holiday Cruise Line is registered, licensed and bonded with the State of Florida.
S.O.T. Registration No. ST-38736.**



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<Herrera v. Holiday Cruise.pdf>

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EXHIBIT B

Form 5500 Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	Annual Return/Report of Employee Benefit Plan This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6047(e), 6057(b), and 6058(a) of the Internal Revenue Code (the Code). <p style="text-align: center;">▶ Complete all entries in accordance with the instructions to the Form 5500.</p>	OMB Nos. 1210-0110 1210-0089 2013 This Form is Open to Public Inspection
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Part I Annual Report Identification Information		
For calendar plan year 2013 or fiscal plan year beginning 01/01/2013 and ending 12/31/2013		
A This return/report is for:	<input type="checkbox"/> a multiemployer plan; <input checked="" type="checkbox"/> a single-employer plan;	<input type="checkbox"/> a multiple-employer plan; or <input type="checkbox"/> a DFE (specify) ____
B This return/report is:	<input type="checkbox"/> the first return/report; <input checked="" type="checkbox"/> an amended return/report;	<input type="checkbox"/> the final return/report; <input type="checkbox"/> a short plan year return/report (less than 12 months).
C If the plan is a collectively-bargained plan, check here:	<input type="checkbox"/>	
D Check box if filing under:	<input checked="" type="checkbox"/> Form 5558; <input type="checkbox"/> special extension (enter description)	<input type="checkbox"/> automatic extension; <input type="checkbox"/> the DFVC program;

Part II Basic Plan Information—enter all requested information		
1a Name of plan CONSOLIDATED TRAVEL HOLDINGS GROUP, INC. EMPLOYEE STOCK OWNERSHIP PLAN	1b Three-digit plan number (PN) ▶	001
	1c Effective date of plan	01/01/2001
2a Plan sponsor's name and address; include room or suite number (employer, if for a single-employer plan) CONSOLIDATED TRAVEL HOLDINGS GROUP, INC. 2419 E. COMMERCIAL BLVD., SUITE 100 FT. LAUDERDALE, FL 33308	2b Employer Identification Number (EIN) 65-1153829	
	2c Sponsor's telephone number	954-630-9449
	2d Business code (see instructions)	721199

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	Filed with authorized/valid electronic signature.	11/21/2014	DANIEL LAMBERT
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE	Filed with authorized/valid electronic signature.	11/21/2014	DANIEL LAMBERT
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE			
	Signature of DFE	Date	Enter name of individual signing as DFE
Preparer's name (including firm name, if applicable) and address; include room or suite number. (optional)			Preparer's telephone number (optional)

For Paperwork Reduction Act Notice and OMB Control Numbers, see the instructions for Form 5500.

Form 5500 (2013)
v. 130118

Form 5500 (2013)

Page 2

3a Plan administrator's name and address <input type="checkbox"/> Same as Plan Sponsor Name <input type="checkbox"/> Same as Plan Sponsor Address CONSOLIDATED TRAVEL HOLDINGS GROUP, INC. 2419 COMMERCIAL BLVD., SUITE 100 FT. LAUDERDALE, FL 33308		3b Administrator's EIN 65-1153829 3c Administrator's telephone number 954-630-9449
4 If the name and/or EIN of the plan sponsor has changed since the last return/report filed for this plan, enter the name, EIN and the plan number from the last return/report: a Sponsor's name		4b EIN 4c PN
5 Total number of participants at the beginning of the plan year		5 454
6 Number of participants as of the end of the plan year (welfare plans complete only lines 6a, 6b, 6c, and 6d).		
a Active participants.....		6a 264
b Retired or separated participants receiving benefits.....		6b 4
c Other retired or separated participants entitled to future benefits.....		6c 149
d Subtotal. Add lines 6a, 6b, and 6c.....		6d 417
e Deceased participants whose beneficiaries are receiving or are entitled to receive benefits.....		6e 2
f Total. Add lines 6d and 6e.....		6f 419
g Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item).....		6g 419
h Number of participants that terminated employment during the plan year with accrued benefits that were less than 100% vested.....		6h 46
7 Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item).....		7
8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristics Codes in the instructions: 2I 2P 2Q		
b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristics Codes in the instructions:		
9a Plan funding arrangement (check all that apply) (1) <input type="checkbox"/> Insurance (2) <input type="checkbox"/> Code section 412(e)(3) insurance contracts (3) <input checked="" type="checkbox"/> Trust (4) <input type="checkbox"/> General assets of the sponsor		9b Plan benefit arrangement (check all that apply) (1) <input type="checkbox"/> Insurance (2) <input type="checkbox"/> Code section 412(e)(3) insurance contracts (3) <input checked="" type="checkbox"/> Trust (4) <input type="checkbox"/> General assets of the sponsor
10 Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)		
a Pension Schedules (1) <input checked="" type="checkbox"/> R (Retirement Plan Information) (2) <input type="checkbox"/> MB (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary (3) <input type="checkbox"/> SB (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary		b General Schedules (1) <input checked="" type="checkbox"/> H (Financial Information) (2) <input type="checkbox"/> I (Financial Information - Small Plan) (3) <input type="checkbox"/> A (Insurance Information) (4) <input type="checkbox"/> C (Service Provider Information) (5) <input type="checkbox"/> D (DFE/Participating Plan Information) (6) <input type="checkbox"/> G (Financial Transaction Schedules)

EXHIBIT C

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
SANGAMON COUNTY

FILED

FEB 08 2000 CTR-1

THE PEOPLE OF THE STATE OF ILLINOIS,

Plaintiff,

-vs-

NATIONAL TRAVEL SERVICES, INC., a Nevada
corporation; PLAZA RESORTS, INC., d/b/a
RAMADA PLAZA RESORTS ORLANDO/FORT
LAUDERDALE VACATIONS, a Florida corporation;
DANIEL LAMBERT, individually, and as president
and director of NATIONAL TRAVEL SERVICES,
INC., and as a director of PLAZA RESORTS, INC.;
JAMES H. VERRILLO, individually, and as an officer and
director of NATIONAL TRAVEL SERVICES, INC., and
as a director of PLAZA RESORTS, INC.; and ROBIN
LEACH, individually, and d/b/a LEACH ENTERTAINMENT
ENTERPRISES, INC.,

Defendants.

NO. 99-CH-0054

Clerk of the
Circuit Court

FINAL JUDGMENT AND CONSENT DECREE
as to Defendants NATIONAL TRAVEL SERVICES, INC.,
PLAZA RESORTS, INC., DANIEL LAMBERT,
and JAMES H. VERRILLO

Plaintiff, THE PEOPLE OF THE STATE OF ILLINOIS, by JAMES E. RYAN, Attorney General of Illinois, has filed a complaint for a permanent injunction and other relief in this matter pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.* (West 1996) and the Illinois Real Estate Time-Share Act, 765 ILCS 100/1 *et seq.* (West 1996), charging defendants with violations of the respective acts.

Plaintiff, by its counsel, and defendants NATIONAL TRAVEL SERVICES, INC., PLAZA RESORTS, INC., DANIEL LAMBERT, and JAMES H. VERRILLO (hereinafter collectively referred to as "defendants"), by their counsel, have agreed to the entry of this final Judgment and Consent Decree by the Court without trial or adjudication of any issue of fact or law, and without

admission of any of the violations of the respective acts alleged in the complaint.

FINDINGS

1. On February 3, 1999, plaintiff filed a complaint in this cause pursuant to the provisions of the Illinois Consumer Fraud and Deceptive Business Practices Act and the Illinois Real Estate Time-Share Act, the allegations of which are incorporated herein.

2. The Illinois Attorney General is charged with, among other things, the responsibility of enforcing the Illinois Consumer Fraud and Deceptive Business Practices Act and the Illinois Real Estate Time-Share Act.

3. Defendants were properly served with plaintiff's complaint and with summons in accordance with section 2-208 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-208.

4. Defendants, at all times relevant hereto, have been doing business from 871 W. Oakland Park Boulevard, Fort Lauderdale, Florida 33311.

5. Defendants, at all times relevant hereto, engaged in trade or commerce within the meaning of the Illinois Consumer Fraud and Deceptive Business Practices Act, in that they advertised, offered for sale, and sold to Illinois consumers vacation packages in connection with the solicitation for sale and sale of time-shares to those consumers.

6. Plaintiff, by and through its complaint, has alleged that defendants engaged in unfair and deceptive acts or practices in the conduct of trade and commerce in violation of section 2 of the Illinois Consumer Fraud and Deceptive Business Practices Act, and in violation of provisions of the Illinois Real Estate Time-Share Act.

7. The aforementioned allegations of the complaint constitute the basis for the execution and filing of this Final Judgment and Consent Decree.

8. Defendants recognize and state that this Final Judgment and Consent Decree is

entered into voluntarily and that no promises have been made by the Attorney General's Office or any member, officer, agent or representative thereof to induce them to enter into this Final Judgment and Consent Decree, except as provided herein.

9. Defendants waive any right they may have to appeal from this Final Judgment and Consent Decree.

10. The Court has jurisdiction over the subject matter of the complaint having been filed herein and over the parties to this Final Judgment and Consent Decree. Plaintiff's complaint in this matter states claims upon which relief may be granted under the Illinois Consumer Fraud and Deceptive Business Practices Act and the Illinois Real Estate Time-Share Act.

ORDER

NOW THEREFORE, on the basis of these findings, and for the purposes of effectuating this Final Judgment and Consent Decree,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

I. GENERAL PROVISIONS

11. No Endorsements. Under no circumstances shall this Final Judgment and Consent Decree or the name of the State of Illinois, the Office of the Attorney General, Consumer Fraud Bureau, or any of its employees or representatives be used by defendants, or their officers, agents, servants, employees, successors, assigns, attorneys or other persons and/or entities acting in concert or participation with the defendants, in connection with any selling, advertising, or promotion of products or services, or as an actual or implied endorsement or approval of defendants' acts, practices or methods of conducting business.

12. Application of Consent Decree. This Consent Decree shall apply to and bind National Travel Services, Inc., Plaza Resorts, Inc. d/b/a Ramada Plaza Resorts and Ramada Plaza Resorts

Orlando/Ft. Lauderdale Vacations, Daniel Lambert, and James Verrillo, whether acting through their principals, officers, directors, agents, telemarketers, direct mail marketers, servants, employees, subsidiaries, successors or assigns, or acting through any corporation or other business entities whose acts, practices, or policies are directed, formulated, or controlled by National Travel Services, Inc., Plaza Resorts, Inc. d/b/a/ Ramada Plaza Resort Orlando/Ft. Lauderdale Vacations, Daniel Lambert, or James H. Verrillo.

II. DEFINITIONS

13. For purposes of this Final Judgment and Consent Decree, the following definitions shall apply:

- A. *"Clear and conspicuous"* means that the required disclosures, when made in writing or by facsimile, televised communications, or the Internet shall be presented in such a manner, given their size, color, contrast and proximity to any related information, as to be readily noticed and understood by consumers. Use of typeface at least as large as typeface contained in the standard text of the offer is clear and conspicuous. A disclosure is not clear and conspicuous if, among other things, it is ambiguous or it is obscured by the background against which it appears, or by its location within a lengthy disclosure of non-material information. Clear and conspicuous also means that the required disclosures, when made in an oral presentation, are presented in a manner that a consumer will hear and understand at a normal speed in the same tone and volume as the sales offer.
- B. *"Material"* means likely to affect a person's choice of, or decision to purchase or receive goods or services.
- C. *"Terms and Conditions Box"* means a clearly and conspicuously delineated

paragraph of material disclosures outlined by a rectangle or in a rectangular form and labeled "Terms and Conditions." The Terms and Conditions Box shall include only material disclosures. The Terms and Conditions Box shall not include any non-material statements regarding the offer. The contents of the Terms and Conditions Box shall be clear and conspicuous. The first sentence of the Terms and Conditions Box shall be: "This is an offer to sell travel." The second sentence of the Terms and Conditions Box shall be a truthful description of the vacation package offered by defendants. The third sentence of the Terms and Conditions Box shall be a disclosure that the consumer, to take advantage of the offer, is required to attend a sales presentation for timeshare or interval ownership. Whenever defendants use a Terms and Conditions Box, then defendants shall provide a clear and conspicuous disclosure on the same page where the first material statement of the offer appears that additional terms and conditions apply to the offer, and shall refer to the page or placement within the solicitation at which such Terms and Conditions Box is found. The Terms and Conditions Box shall be located in a conspicuous place within the solicitation.

- D. "*Offer*" means an offer of goods and/or services to one or more consumers, including, but not limited to an offer of a vacation package, regardless of whether the offer is conveyed in writing, orally or by facsimile, televised communications, the Internet, or in any other manner. The term "offer" includes any solicitation made directly to consumers by telemarketing or any written solicitation or mailing to which consumers are asked to respond by calling a telephone number for the purpose of receiving information regarding the purchase of a vacation package. Offer also

includes any solicitation made by means of inviting or asking consumers to register to enter a contest, a random drawing, or any other promotion which results in the consumer being solicited directly or indirectly to purchase a vacation package.

- E. *"Represent"* and *"representation"* include any communication, whether made in writing, orally, or by facsimile, televised communication, the Internet, or in any other manner.
- F. *"Solicitation"* means any communication to a consumer that contains an offer, whether made in writing, orally, or by facsimile, televised communications, the Internet, or in any other manner.
- G. *"Time-share"* means any arrangement whereby a purchaser receives a right to use accommodations and/or facilities for specific periods of time on a recurring basis. The term includes any vacation ownership interest or similar interest.
- H. *"Vacation package"* means goods and/or services which involve a stay in a location away from the consumer's home, and includes use of accommodations whether with or without meals.
- I. *"Defendants"* means National Travel Services, Inc., Plaza Resorts, Inc. d/b/a Ramada Plaza Resorts and Ramada Plaza Resorts Orlando/Ft. Lauderdale Vacations, Daniel Lambert, and James Verrillo.

III. INJUNCTION

14. *Application of Injunction.* The injunctive provisions of this Final Judgment and Consent Decree shall apply to the defendants, and the defendants' successors, assigns, officers, agents, servants, employees, representatives, and all other persons or entities in active concert or participation with the defendants.

15. Notice. All corporate, partnership and individual defendants, and any shareholder, partner, member, manager, director or officer of the corporate defendants, who is a defendant herein shall immediately inform all successors, assigns, transferees, officers, agents, servants, employees, representatives, and all other persons or entities in active concert or participation with defendants or with the corporations named as defendants in the complaint, of the terms and conditions of this Final Judgment and Consent Decree and shall direct those persons and/or entities to comply with this Final Judgment and Consent Decree. In addition, the defendants as described herein shall provide copies of the injunctive provisions of this Final Judgment and Consent Decree to all employees, representatives, and sales agents, and upon request, shall make the entire Final Judgment and Consent Decree available to any requesting employee, representative, or sales agent.

16. Injunction. Defendants and all successors, assigns, transferees, officers, agents, servants, employees, representatives and all other persons or entities in active concert or participation with defendants, are hereby permanently enjoined and restrained from directly or indirectly engaging in the following acts or practices in the State of Illinois, and from failing to comply with the provisions of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.*, the Illinois Real Estate Timeshare Act of 1999, Public Act 91-585 (effective January 1, 2000), the Illinois Travel Promotion Consumer Protection Act, 815 ILCS 420/1 *et seq.*, and the Illinois Telephone Solicitation Act, 815 ILCS 413/1 *et seq.*, as they are currently written or as they are amended in the future, including but not limited to:

- A. Distributing any solicitation in the State of Illinois unless the solicitation clearly and conspicuously discloses:
 - 1. that a purchase of the vacation package is required, if the consumer is required to make a purchase to receive the subject matter of the

solicitation. Such disclosure shall be made on the same page as the first material statement of the offer in any solicitation and shall be made by providing in typeface at least as large as the typeface contained in the standard text of the offer: (a) the total price per person of the vacation package; and/or (b) the statement: "THIS IS AN OFFER TO SELL TRAVEL;" and/or (c) use of other words which clearly convey the message to the recipient that a purchase is required. This disclosure shall not be satisfied by use of a "Terms and Conditions" box.

Defendants may satisfy the disclosure requirements of paragraph 16(A)(1) above, (a) where a certificate mail piece or letter mailing is used, by providing on the first page of the offer in 12-point type, either: (1) the price of the vacation, or (2) one of the following statements which shall appear verbatim without modification: (i) "This is an Offer to Sell Travel;" (ii) "Call Toll-Free to Purchase;" or (iii) "Purchase Required;" or (b) where a postcard type mail piece is used, by providing in at least 10-point bold type, either: (1) the price of the vacation, or (2) one of the following statements which shall appear verbatim without modification: (i) "This is an Offer to Sell Travel;" (ii) "Call Toll-Free to Purchase;" or (iii) "Purchase Required." If this section is used by the defendants, the first sentence of the "Terms and Conditions Box" as defined in paragraph 13(C) above shall be a disclosure that the consumer, to take advantage of the offer, is required to attend a sales presentation for timeshare or interval ownership;

2. whether the vacation package includes: (a) transportation, including air fare; (b) meals, and/or (c) accommodations, as applicable;

3. that a consumer, when traveling on defendants' vacation, will be solicited to tour and purchase a time share or vacation ownership interest if: (a) such tour is required; (b) the consumer must participate in the tour to take advantage of the offer; or (c) the failure of the consumer to take the tour will result in a reduction of the level of goods and services the consumer will receive in relation to what the consumers would receive if they participate in the tour;
- B. Failing to disclose all additional material terms and conditions which apply to the offer, including, but not limited to travel restrictions, any types of additional costs and charges for services offered, including but not limited to taxes, hotel upgrades, cabin fees, and/or cancellation fees.
- C. Failing to provide, before receiving payment for goods or services, the oral and written disclosures required by Illinois law as set forth in section 4 of the Illinois Travel Promotion Consumer Protection Act, 815 ILCS 420/4.
- D. Failing to disclose the terms and conditions for any and all bonus vacations, including whether the bonus vacation will be given if a purchase is not made and whether any further costs or restrictions will be required prior to using the bonus trip.
- E. Failing to comply with the provisions of the Illinois Telephone Solicitations Act, 815 ILCS 413/1 et seq., which Act regulates the solicitation of the sale of goods in Illinois through the use of a telephone by live operators.
- F. Failing to disclose promptly in a clear and conspicuous manner that a purchase is required.
- G. Failing to promptly state: (1) the identity of the seller; and (2) that the purpose of the

call is to sell the consumer a vacation package or other goods and services;
(for purposes of this provision, "promptly" shall mean that the disclosure shall be made prior to the time any substantive information about the vacation package or other goods or service is conveyed to the consumer).

- H. Failing to state the total cost of the trip, including any and all costs or fees paid directly to the seller, at any time during the call when any cost associated with the trip is provided to the consumer.
- I. Failing to comply with provisions which regulate solicitations by unsolicited facsimiles as set forth in the section 26-3(b) of the Illinois Criminal Code, 720 ILCS 5/26-3(b), and in the Telephone Consumer Protection Act, 47 U.S.C. § 227 and implementing rules at 47 C.F.R. § 64.1200.
- J. Failing to comply with the registration requirements of the Illinois Real Estate Timeshare Act of 1999, Public Act No. 91-585 (effective January 1, 2000), which Act regulates the marketing, sale, resale, and exchange of timeshare plans with an accommodation or component site in Illinois, and timeshare plans without an accommodation or component site in Illinois, if the latter timeshare plans are sold or offered to be sold to any individual located within Illinois.
- K. Failing to comply with section 10-25 of the Illinois Real Estate Timeshare Act of 1999, Public Act No. 91-585 (effective January 1, 2000), which section of the Act prohibits specific conduct in the offering of a timeshare plan, and which section requires particular disclosures in a promotion being used in connection with the offering of a timeshare interest.
- L. Failing to comply with Illinois law regulating the use of simulated checks as set

forth in section 2X of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2X.

17. Defendants are further permanently enjoined from:

- A. Representing, directly or by implication, that a particular destination or particular services are included in the vacation package or bonus package when such is not the case.
- B. Representing, directly or by implication, the nature of any part of the vacation package, through the use of terms such as "world class," "first class," or similar representations unless defendants can substantiate these representations through comparable ratings or evaluations by an independent, internationally or nationally recognized publication on travel or tourism.
- C. Representing to any consumer, directly or by implication, that the consumer is a "winner" or that the consumer has been "selected" or is otherwise being included in a select group for receipt of a prize or opportunity unless that is, in fact, true, or that the consumer is entering a "contest," "sweepstakes," "drawing," or other competitive enterprise from which a winner or select group of winners will receive a prize or opportunity when, in fact, the enterprise is a promotional scheme designed to make contact with prospective customers, and all or a substantial number of those "entering" receive the same "prize.
- D. Representing limitations on the offer or creating a false sense of urgency, directly or by implication, including, but not limited to misrepresenting limitations on:
 1. the time within which the consumer must take action (including contacting defendants);

2. the number of offers of vacation packages;
 3. who is entitled to take advantage of the vacation package offer; or
 4. the number of contacts that a person or household may make to take advantage of the offer.
- E. Representing, directly or by implication, that a vacation package has been reserved for a consumer, by using the term "Reservation Number" or similar term, unless such number is unique to the consumer.
- F. Using "Control Numbers," or any similar identifier in any communications relating to a vacation package unless such identifier is in fact employed by defendants for a specific business purpose.
- G. Misrepresenting, directly or by implication, the purpose of its contact or its offer through the following:
1. that the purpose of the contact or offer is to "promote tourism," or similar wording;
 2. that the purpose of the contact or offer is to "regulate" or "administer" the "disbursement" of vacation packages, or similar wording;
 3. that the purpose of the contact or offer is to engender "word of mouth" advertising, or any similar wording, unless defendants have a realistic likelihood, based on past experience, of generating substantial business from consumer-to-consumer communications; or
 4. that the purpose of the contact or offer is to lead the consumer to buy another vacation package in the future, unless defendants have a realistic likelihood, based on past experience, of generating

substantial repeat business from consumers;

- H. Representing to any consumer, directly or by implication, that a certain number or percentage of its customers have been satisfied with their vacation packages, or similar wording, unless there is reasonable numerical substantiation for that statement based on documentation from those consumers who have purchased and actually have used the vacation packages from defendants.
- I. Representing, directly or by implication, through the use of any envelope, other mailing device, or other communication, that defendants, or the contents of any of its communications, are in any way connected to the government or a government agency, including, but not limited to:
 - 1. citing the possibility of criminal penalties on the front of an envelope; or
 - 2. using the names of departments that are non-existent or do not represent actual entities, divisions, or departments, such as "The Office of Records of Entitlement Disbursements Division" and "The Offices of Records Entitlement/Disbursements Division.,"
- J. Using the term "confidential" when referring to any of defendants' written solicitations.
- K. Referring to documents as delivered by registered mail, express mail, overnight delivery, special delivery, or any other form of mail or delivery other than by the rate that actually applies such as bulk rate or first class mail.
- L. Representing that the duration of a time share sales presentation tour is of a specific period or amount of time unless there is reasonable substantiation for that statement

and that substantiation will be provided to plaintiff upon plaintiff's request.

18. Defendants are further permanently enjoined from misrepresenting, directly or by implication, the price of the vacation package by "unbundling" any part of the cost of the vacation package as a port fee, port charge, port tax, or any other tax unless the entire port fee, port charge, port tax, or other tax is imposed by and passed on to a governmental or quasi-governmental authority. Defendants shall include in the stated or advertised price of its vacation packages all mandatory (non-optional) charges, other than those imposed by, and passed on to, a governmental or quasi-governmental agency. Where a charge is passed on to a governmental or quasi-governmental agency as a port fee, port charge, port tax, or other tax, defendants shall disclose the amount of the fee at the time the cost of the vacation package is first disclosed. For the purpose of this Final Judgment and Consent Decree, the term quasi-governmental shall refer to an entity that is either:

- A. A subordinate agency within a foreign, domestic, federal, state, or legal governmental authority; or
- B. An entity created or authorized by a foreign or domestic governmental authority to carry out a governmental function for the benefit of the public.

This shall include port authorities within the United States or within a foreign jurisdiction.

19. Defendants shall be permanently enjoined from informing any and all consumers they are confirmed for a specific date for their trip unless:

- A. defendants have accommodations available at a specific hotel as promised for the confirmed date at the time the confirmation is initially made to the consumer;
- B. the consumers must take no further actions to confirm the date upon receipt and timely return of the confirmation notice; and

- C. defendants do not in any way attempt to alter the confirmed date unless specifically requested to do so by the consumer.

20. Defendants shall disclose any right of cancellation as applicable, and if no right of cancellation is applicable, then defendants shall inform consumers that no right of cancellation exists prior to accepting payments towards the purchase price of the vacation package.

21. Defendants shall be enjoined from:

- A. Representing to consumers that defendants' vacation packages are being sold at prices which are below the cost consumers would pay if they did not acquire the accommodations through the purchase of defendants' vacation packages unless such representation is true and can be substantiated on a quantifiable basis with figures provided to the Illinois Attorney General's Office on the first day of every six (6) months for the first 24 months after the date of this agreement, and upon request, after the 24-month period is ended.
- B. Representing to consumers that defendants are paying for a portion of the cost of each vacation package unless such representations are true and can be substantiated on a quantifiable basis with figures provided to the Illinois Attorney General's Office on the first day of every six (6) months for the first 24 months after the date of this agreement, and upon request, after the 24-month period is ended.
- C. Including any bonus days in the calculation of the cost per day of the vacation package, unless defendants at the time of making any such representation also disclose (1) that such bonus days are included in such calculation, and the number thereof; (2) that transportation to the bonus location(s) is not included in the price(s) quoted for the vacation package; (3) that customers must take the Ft. Lauderdale

vacation package (initial or original trip) before they can take the bonus trip(s); and (4) that the vacation package and the bonus trips must all be completed within the 18-month period, unless the customer pays an additional fee for the extension of such period (if that is an option and if that is the case).

IV. ENDORSEMENTS

22. Defendants are permanently enjoined from using a spokesperson, endorser, or other representative, or the likeness of such person, to sponsor, approve, or endorse defendants' vacation package or other travel-related services unless defendants are in full compliance with the FTC Guides Concerning Use of Endorsements and Testimonials in Advertising at 16 C.F.R. § 255 *et seq.*

V. RESTITUTION

23. Defendants shall refund the total price of the vacation package to consumers: (1) who purchased a vacation package from defendants; (2) who have not traveled on that vacation package; and (3) who request a refund in the manner set out in paragraph 24 below. Any consumers who have already received a partial refund or have not paid the entire cost of the vacation package shall only be refunded the amount they have paid to defendants for the package.

24. Defendants shall refund any money paid to defendants by each consumer who purchased a vacation package from defendants, and who has not yet traveled using the vacation package, and who has complained in writing to the defendants, or to the State of Illinois Attorney General's Office--Consumer Fraud Bureau or any state or local governmental consumer protection agency or bureau located in the State of Illinois, or any Better Business Bureau located in the State of Illinois; or Illinois consumers who have filed with any other agency or Better Business Bureau, on or before the 60th day following the entry of this Final Judgment and Consent Decree.

25. Defendants shall refund \$200 to each Illinois consumer who:

- A. Purchased a vacation package from defendants, and who traveled using the vacation package, and who has, on or before the date of entry of this Final Judgment and Consent Decree, complained in writing, to the defendants, to the State of Illinois Attorney General's Office--Consumer Fraud Bureau or any state or local governmental consumer protection agency or bureau located in the State of Illinois, to any Better Business Bureau located in the State of Illinois, or to any other agency or Better Business Bureau.
- B. Purchased a vacation package from defendants, and who traveled using the vacation package, and who complains in writing to the State of Illinois Attorney General's Office—Consumer Fraud Bureau or any state or local governmental consumer protection agency or bureau located in the State of Illinois, to any Better Business Bureau located in the State of Illinois, or to any other agency or Better Business Bureau. This complaint must cite specific instances where the vacation accommodations were not as represented or portrayed by the defendants and must be in verified form, i.e., it must either be notarized or signed by the consumer as a declaration pursuant to section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109. This complaint must be postmarked no later than 30 days after the entry of the Final Judgment and Consent Decree. For those consumers who file pursuant to this section 25(B), defendants will be responsible for payment up to but not exceeding \$250,000. This \$250,000 is exclusive of any other financial limitations or amounts set forth in this Final Judgment and Consent Decree and is an

aggregate cap for all states participating in the settlement of this action¹. Should consumer claims under this section exceed \$250,000, consumers will be paid on a pro rata basis.

26. Within thirty (30) days of the close of the claims period as set forth in paragraphs 24 and 25 above, defendants shall refund \$200 to consumers who took the trip as set forth in paragraph 25 above, and shall refund any unrefunded monies paid for a vacation package as set forth in paragraph 24 above, or notify consumers who have not traveled that they are entitled to choose one of the following options from defendants:

- A. A refund of previously unrefunded monies paid for a vacation package; or
- B. An eighteen-month extension of the vacation package and a waiver of any and all additional service charges, with such extension beginning to run at the date it is issued or at the expiration of the date of the vacation package, whichever is later.

27. In any notice to eligible consumers of these options, which shall be in the form attached hereto as Exhibit A, defendants shall state that the choice of remedy belongs to the consumer and that in order to obtain an extension in lieu of a refund, the consumer must notify defendants within thirty (30) days of his or her decision.

28. Defendants shall make a refund pursuant to paragraph 23 above, less any amount already refunded or credited, to each consumer who declines defendants' offer to extend the vacation certificate within thirty (30) days of defendants' receipt of the consumer's response, or if no response, upon expiration of thirty-five (35) days of the mailing of the notice as provided in

¹ These states include Arizona, Arkansas, Connecticut, the District of Columbia, Florida, Illinois, Kansas, Michigan, Missouri, New Mexico, North Carolina, Ohio, Oregon, Pennsylvania, Washington, West Virginia, and Wisconsin.

paragraph 27 above.

29. Defendants shall adopt and maintain procedures with regard to the handling of claims and/or requests for refunds from consumers, including maintaining copies of all written complaints or requests for refunds received, and records of all oral complaints or requests for refunds. Such records shall include the name and address of each Illinois consumer from whom a complaint or request for refund was received, the amount of refund requested, the resolution of each complaint, and the amount refunded, if any.

30. Within one-hundred and eighty (180) days of the filing of this Final Judgment and Consent Decree, or within sixty (60) days of the completion of restitution to all consumers pursuant to paragraphs 23 through 26 above, whichever is earlier, defendant shall submit an affidavit to the Illinois State Attorney General's Office--Consumer Fraud Bureau, identifying by name and address: (1) each Illinois consumer who mailed a written request for a refund to the Illinois State Attorney General's Office, to any state or local governmental consumer protection agency or bureau located in the State of Illinois, to the Better Business Bureaus located in the State of Illinois, and whose identity and address is timely delivered to defendants, or to defendants within the time period specified in paragraphs 24 and 25 of this Final Judgment and Consent Decree; (2) each Illinois consumer to whom the defendant mailed a notice of the offer to extend the vacation package in lieu of a refund as set forth in paragraph 26 above; (3) each Illinois consumer to whom restitution has been provided, and the amount of the refund or credit; (4) each Illinois consumer who has elected the alternative remedy of extension of the vacation package in lieu of a refund; and (5) each consumer who traveled and received a refund of \$200 per vacation package purchased.

31. If notice is not mailed out to consumers as set forth in paragraph 26 of this Final Judgment and Consent Decree, and/or the corporate defendants are in default per paragraph 34

below, then Defendants Lambert and Verrillo shall pay consumer claims as set forth in paragraphs 23 through 30 within thirty (30) days of the date the notice should have been mailed, or payments made, to consumers as set forth in paragraphs 33 through 37 below. Defendants Lambert and Verrillo's liability for these payments is subject to the limitations set for in paragraph 34 below.

32. If restitution is not paid within 30 days as set forth in paragraphs 23 through 31, defendants Plaza Resorts, Inc. d/b/a Ramada Plaza Resorts Orlando/Ft. Lauderdale Vacations and National Travel Services, Inc. shall be deemed in default of this Final Judgment and Consent Decree.

VII. FINANCIAL RESPONSIBILITY OF DEFENDANTS

33. Defendants shall be jointly and severally liable for performance of all of the terms and conditions of this Final Judgment and Consent Decree. With respect to all monetary obligations, payment will be made from the assets of Defendant National Travel Services, Inc. and Defendant Plaza Resorts, Inc., d/b/a Ramada Plaza Resorts Orlando/Ft. Lauderdale Vacations. Defendants Lambert and Verrillo shall pay subject to the limitations of paragraph 34 hereof, any consumer claims that are not paid by Defendants National Travel Services or Plaza Resorts Inc. pursuant to paragraphs 23 through 32 of this Final Judgment and Consent Decree.

34. Concurrently with the execution of this Final Judgment and Consent Decree, the Defendants shall advance the sum of the \$1.5 million to be utilized for payment of consumer claims from the participating states referred to in paragraph 25 above. Such monies shall be deposited in an account established and held by Greenspoon, Marder, Hirschfeld, Rafkin, Ross & Berger, P.A., located at Trade Centre South, Suite 700, 100 West Cypress Creek Road, Fort Lauderdale, Florida, 33309, in a special trust account and shall be distributed in accordance with the terms of this Final Judgment and Consent Decree in payment of the obligations of Defendants National Travel Services and Plaza Resorts for consumer restitution. In the event such monies shall be fully utilized to pay

consumer claims, Defendants National Travel Services and Plaza Resorts shall continue to make payment from their respective assets for the consumer claims in excess of \$1.5 million made pursuant to paragraphs 23 through 32 of this Final Judgment and Consent Decree. Should Defendants National Travel Services and Plaza Resorts default on payment of consumer claims, Defendants Lambert and Verrillo shall each be individually responsible for \$500,000.00 (for a total of \$1,000,000.00) in unpaid monetary and/or consumer claims beyond the \$1.5 million, which respective obligations are set forth in the "Guaranty Agreement" attached hereto and incorporated herein as Exhibit B.

35. Should Defendant National Travel Services, Inc. and Defendant Plaza Resorts, Inc., d/b/a Ramada Plaza Resorts Orlando/Ft. Lauderdale Vacations default, and Defendants Lambert and Verrillo make total payments of \$1,000,000.00 in settlement of their financial responsibilities outlined herein, plaintiff reserves its right to pursue Defendant National Travel Services, Inc. and Defendant Plaza Resorts, Inc., d/b/a Ramada Plaza Resorts Orlando/Ft. Lauderdale Vacations for all remaining monetary obligations arising from this Final Judgment and Consent Decree.

VII. PAYMENT TO THE STATE

36. The Court enters a judgment in favor of plaintiff and against defendants in the amount of \$35,000.00 payable to the Attorney General Court Ordered and Voluntary Compliance Payment Projects Fund, which fund shall be used by the Illinois Attorney General for law enforcement activity and education programs associated with enforcement of the Consumer Fraud Act. This amount is not to be construed as a fine or civil penalty. Defendants shall mail or hand-deliver said sum of \$35,000.00 to the Office of the Illinois Attorney General, 500 South Second Street, Springfield, Illinois 62706, upon executing this Final Judgment and Consent Decree, in the form of a cashier's or certified check made payable to the "Attorney General Court Ordered and Voluntary

Compliance Payment Projects Fund.”

37. Pursuant to section 7 of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/7 *et seq.*, plaintiff has the authority to seek civil penalties; however, plaintiff suspends such attempts based upon defendants’ full compliance with all the provisions of this Final Judgment and Consent Decree.

38. In the event the defendants default with respect to compliance with the terms of this Final Judgment and Consent Decree, plaintiff retains the right to return to Court and seek civil penalties for, among other things, conduct which took place prior to the entry of this Final Judgment and Consent Decree.

VIII. ENFORCEMENT

39. For a period of three (3) years from the date of the entry of this Final Judgment and Consent Decree, defendants shall provide a copy of this Final Judgment and Consent Decree to all officers, employees, and agents (including “independent contractors”) who have responsibility for developing, authorizing, or using promotional materials, scripts, or marketing programs for vacation packages. Defendants may redact the amount of any monetary payment prior to distribution of a copy of the Final Judgment and Consent Decree.

40. For a period of three (3) years after the date of this Final Judgment and Consent Decree, and except as the same may be filed otherwise with the State of Illinois or any agency thereof pursuant to applicable Illinois law, upon request by any Illinois state agency, defendants shall, within thirty (30) days of the request, provide the requester a copy of all promotional materials and scripts used in the solicitation or sale of vacation packages to residents of the State of Illinois since the date of entry of this Final Judgment and Consent Decree.

41. At any time upon proper notice, any party to this Final Judgment and Consent Decree

may apply to this Court, which shall retain jurisdiction, for such further orders as may be necessary or appropriate for the construction or modification of any of the provisions thereof, or the enforcement of, compliance therewith, and for the punishment of violations thereof.

42. This Final Judgment and Consent Decree does not constitute approval by the Illinois Attorney General's Office of any of defendants' advertising, programs, or practices, and defendants shall make no representation to the contrary.

43. This Final Judgment and Consent Decree shall supersede any and all agreements that defendants may have entered into, prior to the entry date of this Final Judgment and Consent Decree, with the State of Illinois Attorney General's Office in connection with the advertising, promoting, and marketing of its vacation packages, and any prior agreements shall be deemed terminated. This Final Judgment and Consent Decree shall not bind any other offices, boards, commissions, or agencies of the State of Illinois except as to the matters specified herein. This Final Judgment and Consent Decree finally resolves all claims that the Office of the Attorney General--Consumer Fraud Bureau may have against defendants in connection with the promoting and marketing of its vacation packages prior to the date of entry of this Final Judgment and Consent Decree.

44. Defendants shall submit to the jurisdiction of the courts of the State of Illinois for the purposes of any action taken to enforce this Final Judgment and Consent Decree, including any action seeking sanctions for violations of same. Unless a temporary restraining order is sought, plaintiff shall make reasonable efforts to notify defendants in writing, prior to instituting any action to enforce this Final Judgment and Consent Decree, that plaintiff believes defendants to be in default of any provision of this Final Judgment and Consent Decree. Notwithstanding the foregoing, such notice shall not be deemed to be a jurisdictional prerequisite for the Office of the Attorney General to institute an enforcement action. The notice to defendants shall set forth the basis for plaintiff's

belief that defendants have violated any provision of this Final Judgment and Consent Decree.

45. This Final Judgment and Consent Decree does not limit the remedies available to the Office of the Attorney General in connection with any future violations of Illinois laws or regulations by defendants which are not specifically addressed herein.

46. This Final Judgment and Consent Decree shall not affect the rights of any private party to pursue any remedy or remedies pursuant to the laws of the State of Illinois.

APPROVED AS TO FORM AND SUBSTANCE:

Plaintiff, THE PEOPLE OF THE STATE
OF ILLINOIS, by JAMES E. RYAN,
Attorney General of Illinois,

By: 

DEBORAH HAGAN
Assistant Attorney General
Chief, Consumer Fraud Bureau

By: 

AVONNE M. SEALS
IL Bar No. 6184505
Assistant Attorney General
Consumer Fraud Bureau
500 south Second Street
Springfield, IL 62706
217/782-4436

Defendants, NATIONAL TRAVEL
SERVICES, INC., PLAZA RESORTS,
INC., DANIEL LAMBERT, and JAMES
H. VERRILLO,

By: 

DANIEL LAMBERT
an individual and a director of
National Travel Services, Inc. and
Plaza Resorts, Inc.

By: 

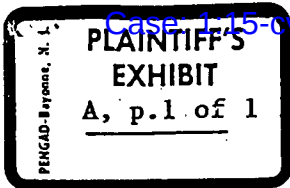
JAMES H. VERRILLO
an individual and a director of
National Travel Services, Inc. and
Plaza Resorts, Inc.

By: 

RICHARD W. EPSTEIN, Esq.
Greenspoon, Marder, Hirschfeld,
Rafkin Ross & Berger
Trade Centre South, Suite 700
100 West Cypress Road
Fort Lauderdale, FL 33309

Date Entered: 2-8-2000


JUDGE



[To be typed on the stationary of National Travel Services, Inc.]

Dear _____:

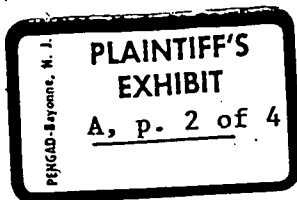
We are writing to inform you that we have reached an agreement with the Attorney General of the State of _____ concerning the purchase of vacation packages from National Travel Services, Inc. by consumers in _____. Pursuant to our agreement, and in our continuing efforts to ensure customer satisfaction, we are now offering you these options:

- (1) The vacation package that you purchased from us includes: []
For no additional extension fee, we are prepared to extend the time for you to use your vacation certificate for travel with National Travel Services, Inc. through [date]. You may still be responsible for any unpaid balance on your vacation purchase price.
- (2) In the alternative, if you prefer to receive a refund of amounts paid by you for your vacation package, less any refunds or credit we have already provided to you, you are entitled to receive a refund from National Travel Services, Inc.

Please review the postcard enclosed and indicate which of these options you have selected. Please mail the enclosed postcard back to us at [address], and we will honor your request within thirty (30) days after receipt of the postcard. If you do not return the postcard, we will assume that you have chosen option two.

Sincerely yours,

G:\Rh\4865\0067\NTS.ltr



[Postcard]

I have received your letter offer and appreciate the options offered.
I choose to (please initial one choice):

- () Accept the offer, at no additional extension charge,
to extend my vacation certificate for travel with
National Travel Services, Inc. through [date]. I
understand that I may still be responsible for any
unpaid balance on my vacation purchase price.
- () Receive a refund.

Thank you for your assistance.

Please fill in name, address telephone number:

National Travel Services, Inc.

G:\Rhb\4865\0067\Postcard.nts

PEHGLD-Bayonne, N. J.

**PLAINTIFF'S
EXHIBIT**

A, p. 3 of 4

[To be typed on the stationary of Plaza Resorts, Inc.]

Dear _____:

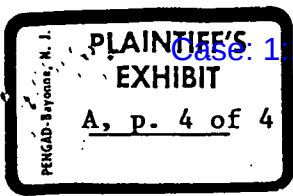
We are writing to inform you that we have reached an agreement with the Attorney General of the State of _____ concerning the purchase of vacation packages from Plaza Resorts, Inc. by consumers in _____. Pursuant to our agreement, and in our continuing efforts to ensure customer satisfaction, we are now offering you these options:

- (1) The vacation package that you purchased from us includes: []
For no additional extension fee, we are prepared to extend the time for you to use your vacation certificate for travel with Plaza Resorts, Inc. through [date]. You may still be responsible for any unpaid balance on your vacation purchase price.
- (2) In the alternative, if you prefer to receive a refund of amounts paid by you for your vacation package, less any refunds or credit we have already provided to you, you are entitled to receive a refund from Plaza Resorts, Inc.

Please review the postcard enclosed and indicate which of these options you have selected. Please mail the enclosed postcard back to us at [address], and we will honor your request within thirty (30) days after receipt of the postcard. If you do not return the postcard, we will assume that you have chosen option two.

Sincerely yours,

G:\Rhb\4865\0067\PLAZA.LTR



[Postcard]

I have received your letter offer and appreciate the options offered.
I choose to (please initial one choice):

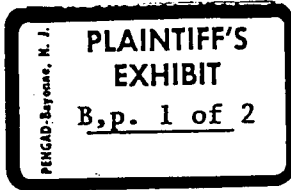
- () Accept the offer, at no additional extension charge,
to extend my vacation certificate for travel with
Plaza Resorts, Inc. through [date]. I understand that
I may still be responsible for any unpaid balance on
my vacation purchase price.
- () Receive a refund.

Thank you for your assistance.

Please fill in name, address telephone number:

Plaza Resorts, Inc.

G:\Rh\4865\0067\Postcard.Plaza



GUARANTY AGREEMENT

In consideration of, and as an inducement for the granting, execution and delivery of the herein attached Consent Decree entered into by and between the State of Illinois (hereinafter "Plaintiff") and National Travel Services, Inc. ("NTS"), Plaza Resorts, Inc. ("Plaza"), Daniel Lambert ("Lambert"), and James Verrillo ("Verrillo") (hereinafter "Defendants"), and Plaintiff's agreement to limit Defendants', Lambert and Verrillo, individual liability as provided in the Consent Decree, Defendants, Lambert and Verrillo, hereby guarantee to the States of Arizona, Arkansas, Connecticut, Florida, Illinois, Kansas, Michigan, Missouri, New Mexico, North Carolina, Ohio, Oregon, Pennsylvania, West Virginia, Washington, Wisconsin and the District of Columbia (the "States"), in the aggregate, the total of and the full and complete payment of \$1,000,000 in consumer restitution claims payable over and beyond the \$1,500,000 payment required of NTS and Plaza as provided for in the Consent Decrees of the States. Upon the payment of restitution claims to eligible consumers of the States totaling, in the aggregate, \$2,500,000, the guaranty obligations of Lambert and Verrillo hereunder shall be fully discharged and satisfied.

This Guaranty is absolute and unconditional, and in partial payment of restitution claims made in accordance with the terms and conditions of the States' Consent Decrees. It shall be binding upon and enforceable against the undersigned, their heirs, personal representatives, successors and assigns, without the need for any suit or proceedings whatsoever against Defendants, NTS and/or Plaza, and without the need for acceptance of this Guaranty or of any other notice or demand. Defendants Lambert and Verrillo expressly agree to the validity of this Guaranty and expressly agree to the obligations set out in this Guaranty and the Consent Decree. Defendants, Lambert and Verrillo, also expressly agree that this Guaranty shall in no way be terminated, affected, diminished or impaired by reason of the assertion, or the failure to assert, by Plaintiff against NTS and/or Plaza, of any of the rights or remedies reserved to Plaintiffs under the terms and conditions of the Consent Decree or any facts or circumstances arising therefrom.


In further consideration of, and as an inducement to Plaintiff for the granting, execution and delivery of the herein attached Consent Decree, Defendants, Lambert and Verrillo, covenant and agree that in any action or proceeding brought on, under or by virtue of this Guaranty, they will indemnify Plaintiff from and against any and all costs and damages incurred by Plaintiff, including but not limited to, attorneys' fees, court costs and other expenses, at both the trial and appellate level. Defendants Lambert and Verrillo do hereby waive any right to trial by jury with respect to this Guaranty, and do hereby waive any objection as to the personal and subject matter jurisdiction of the courts of the Plaintiff's state.

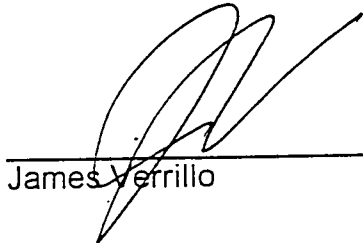
The rights of Plaintiff are cumulative and shall not be exhausted by its exercise of any of its rights hereunder or otherwise against guarantors, or by any number of successive actions until and unless all indebtedness guaranteed has been paid.

Notwithstanding anything contained herein to the contrary, Defendants, Lambert and Verrillo, are each obligated individually for only \$500,000 of the \$1,000,000 total obligation due to the States collectively under the States' Consent Decrees and this Guaranty.

Defendants, Lambert and Verrillo, shall provide each Plaintiff state with an executed duplicate copy of this document. Each duplicate shall operate as an original.

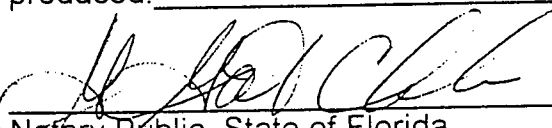
Signed:


Daniel Lambert


James Verrillo

STATE OF FLORIDA :
: ss.:
COUNTY OF BROWARD :

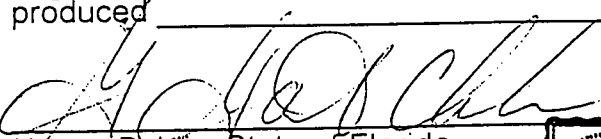
The foregoing instrument was acknowledged before me this 28th day of Jan, 2000, by Daniel Lambert. He is personally known to me or has produced _____ as identification.

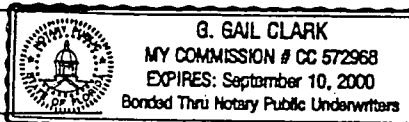

Notary Public, State of Florida
My Commission expires: _____



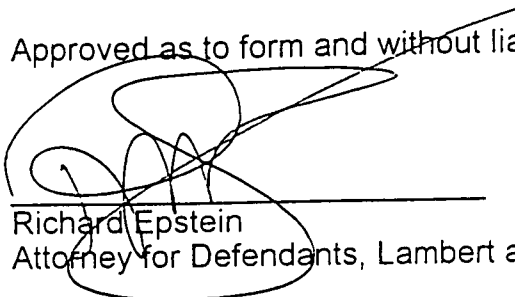
STATE OF FLORIDA :
: ss.:
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 28th day of Jan, 2000, by James Verrillo. He is personally known to me or has produced _____ as identification


Notary Public, State of Florida
My Commission expires: _____



Approved as to form and without liability under their Guaranty Agreement.:



Richard Epstein
Attorney for Defendants, Lambert and Verrillo

EXHIBIT D

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT,
IN AND FOR BROWARD COUNTY, FLORIDA**

**OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS,
STATE OF FLORIDA,**

Plaintiff,
vs.

Case No.: 08-54154 (18)
JUDGE: Luzzo

IMPERIAL MAJESTY CRUISE LINE L.L.C.,
a Florida limited liability company

Defendant.
_____ /

AGREED FINAL CONSENT JUDGMENT

Plaintiff, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, STATE OF FLORIDA, (hereinafter referred to as "Plaintiff"), and IMPERIAL MAJESTY CRUISE LINE, L.L.C. (hereinafter collectively referred to as "Defendant"), and it having been represented that the Parties are willing to enter into this Agreed Final Consent Judgment without any admission that Defendant has violated the law and for the purpose of settlement in this matter only. Defendant acknowledges that it is aware of its right to a trial in this matter and has waived that right. Defendant admits the jurisdiction of the Court and consents to the entry of this Agreed Final Consent Judgment. Defendant states that no promise of any kind or nature whatsoever (other than the written terms of this Agreed Final Consent Judgment) was made to induce it to enter into this Agreed Final Consent Judgment and that it has entered into this Judgment freely and voluntarily. The Parties, therefore, being in agreement, agree to the entry of this Judgment, and the Parties waive the necessity of the Court making findings of fact for this Consent Judgment, this Court **ORDERS AND ADJUDGES** as follows:

af
10/2/15

1. A Permanent Injunction and Final Judgment are hereby entered against the Defendant. Said Defendant, in such name or through any other fictitious name, acting through any corporation, partnership or business entity in which it has an ownership interest or in which it acts as an officer, director or board member, together with the Defendant's agents, employees, successors, assigns, and all other persons acting in concert or participation with defendant are hereby immediately and permanently restrained and enjoined from:

- a. engaging in the business practices identified in the complaint filed in the present cause or from otherwise violating Florida Statute, §501, Part II;
 - b. charging customers any fees or charges for their cruise ticket in addition to the advertised cruise fare price other than fees or charges imposed by a governmental or quasi-governmental authority and a fuel supplement charge. Other than a fuel supplement charge, all nongovernmental and nonquasi-governmental charges or fees for the cruise ticket shall be included in the advertised cruise price;
2. Defendant shall remit to a governmental or quasi-governmental authority, any and all charges collected in addition to the advertised cruise fare price, with the exception of a fuel supplement charge.
3. Defendant shall clearly and conspicuously disclose the fuel supplement charge by placing the amount and frequency of the fuel supplement charge directly above, beneath, or next to the cruise fare price, and above or before the governmental or quasi-governmental imposed fees or charges. The Defendant shall be responsible for making the substantive terms and conditions of this Consent Judgment known to independent third parties who are known to Defendant to advertise Defendant's cruises.

4. Defendant shall provide the Plaintiff, upon request, any documentation that would assist the Plaintiff in determining Defendant's compliance with the present Consent Judgment. By agreeing to this Consent Judgment, the Defendant authorizes the Plaintiff to verify all information provided on their financial disclosure forms with all appropriate third parties, including, but not limited to, financial institutions and credit reporting agencies.

5. It is further ordered and adjudged, pursuant to the requirements of Florida Rule of Civ. Pro. 1.560(b) that the judgment debtor shall complete under oath Florida Rule of Civil Procedure Form 1.977(Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney, within 45 days from the date of this final judgment, unless the final judgment is satisfied or post-judgment discovery is stayed. This Court retains jurisdiction to enter further orders that are appropriate to compel Defendants to complete form 1.977, including all required attachments, and to serve it on Plaintiff's attorney.

6. The parties agree that the judgment debtor shall complete a Credit Report Authorization and Release Form provided by the Plaintiff and serve it on the Plaintiff's attorney within 45 days from the date of this final judgment, unless the final judgment is satisfied or post-judgment discovery is stayed. This Court retains jurisdiction to enter further orders that are appropriate to compel Defendant to complete and serve the aforesaid Credit Authorization and Release Form. Defendant shall grant authorization to the Economic Crimes Division, Office of the Attorney General of Florida, to obtain a standard factual data credit report through the credit reporting agencies (i.e., EXPERIAN, EQUIFAX and TRANSUNION). This authorization shall remain in effect until such time that the full terms of any Consent Agreement(s) and/or Final Judgment(s) are fulfilled.


10/2/10

7. Defendant shall be responsible for making the substantive terms and conditions of this Consent Judgment known to all successors and assigns, in the event any exist or should be created. The parties agree that the entry of this Consent Judgment in the docket by the Court will constitute notice to them of the terms and conditions of said Consent Judgment.

8. Judgment is entered against Defendant for Four Million (\$4,000,000.00) Dollars as Restitution in the form of refunds to consumers in the amount of the fuel supplement charge collected by the Defendant from those consumers who sailed between January 1, 2007 and the date of execution of the present Consent Judgment.


9. Judgment is entered against Defendant for Six Million (\$6,000,000.00) Dollars in favor of the Office of the Attorney General, for which let execution issue forthwith. Said sum shall be apportioned as follows:

a. Three Hundred Thousand (\$300,000.00) Dollars for attorneys' fees and costs made payable to The State of Florida, Department of Legal Affairs Revolving Trust Fund.


b. Five Million Seven Hundred Thousand (\$5,700,000.00) Dollars for fines and penalties made payable to The State of Florida, Department of Legal Affairs.

10. The Court shall retain jurisdiction for the purpose of enforcing compliance with the terms and conditions of this Consent Judgment and for any potential contempt proceedings arising from same.

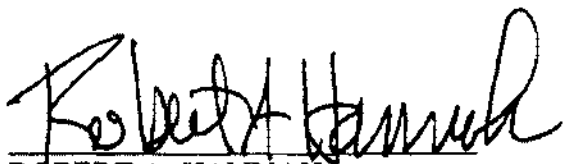
APPROVED:


René D. Harrod
Assistant Attorney General
Office of the Attorney General
110 SE 6th St., Tenth Floor
Ft. Lauderdale, FL 33301

Date: 11/4/10


Mary Leontakianakos
Director, Economic Crimes Division
The Capitol
Tallahassee, FL 32399-1050

Date: 10/27/10



ROBERT A. HANNAH
Deputy Attorney General
The Capitol
Tallahassee, FL 32399-1050

Date: October 28, 2010

IMPERIAL MAJESTY CRUISE LINE, L.L.C.,
a Florida limited liability company

By: _____
EDWARD LEVITAN, as manager
of Imperial Majesty Cruise Line, L.L.C.

Date: _____


~~Applicant~~ Entered in Chambers in Fort Lauderdale, Broward County, Florida.

JOHN T. RUZZO
Circuit Judge

Date: _____


ROBERT A. HANNAH
Deputy Attorney General
The Capitol
Tallahassee, FL 32399-1050

Date: _____

IMPERIAL MAJESTY CRUISE LINE, L.L.C.,
a Florida limited liability company

By: 
EDWARD LEVITAN, as manager
of Imperial Majesty Cruise Line, L.L.C.

Date: 10/21/10


~~Applicant~~ Entered in Chambers in Fort Lauderdale, Broward County, Florida.

JOHN T. LUZZO
Circuit Judge

Date: _____

ROBERT A. HANNAH
Deputy Attorney General
The Capitol
Tallahassee, FL 32399-1050

Date: _____

IMPERIAL MAJESTY CRUISE LINE, L.L.C.,
a Florida limited liability company

By: _____
EDWARD LEVITAN, as manager
of Imperial Majesty Cruise Line, L.L.C.

Date: _____

 Entered in Chambers in Fort Lauderdale, Broward County, Florida.


JOHN T. LUZZO
Circuit Judge

JOHN T. LUZZO

NOV 17 2010

A TRUE COPY

Date: November 17, 2010

Copies mailed to:

Richard Epstein, Esq.
Greenspoon Marder, P.A.
Trade Centre South, Suite 700
100 W. Cypress Creek Road
Fort Lauderdale, FL 33309
*Counsel for Imperial Majesty Cruise Line
L.L.C.*

Rene D. Harrod
Office of the Attorney General
Economic Crimes Division
110 Southeast 6th Street
Ft. Lauderdale, Florida 33301
*Counsel for Plaintiff Office of the Attorney
General*

EXHIBIT E

UNCOLLECTABLE CASE CHECKLIST

WHERE ATTORNEY ANTICIPATES THAT DEFENDANT(S) WILL NOT BE ABLE TO
FULFILL FINANCIAL TERMS AND CONDITIONS OF AVC OR SETTLEMENT
AGREEMENT AND RECOMMENDS CLOSURE

Case Name and AG Number: Imperial Majesty Cruise Line, LLC, Case No. L08-3-1078

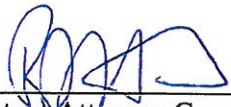
Total restitution due:	\$39,700.00	Amount Paid to Date:	\$0.00
Total attorneys fees and costs due:	\$17,762.17	Amount Paid to Date:	\$0.00
Total Fines and Penalties due:	\$700,000.00	Amount Paid to Date:	\$0.00

Determination of inability to pay or secure payment made on the basis of:
(Supporting documentation required for case file)

- ☒ Sworn financial affidavit of Defendant(s) showing lack of assets or income sufficient to satisfy Judgment, Settlement Agreement or AVC.
- ☐ Asset search conducted by financial investigator.
- ☐ Discovery in aid of execution of judgment.
- ☐ The inability to locate Defendants after diligent search.
- ☐ The conviction/incarceration of the Defendant(s) on criminal charges.
- ☐ Bankruptcy filing, and claim has been submitted to the Bankruptcy Court.
- ☒ Other

Comments: (Please provide a short summary of the basis for your determination that the payments or judgment in question are either uncollectable or not financially feasible to obtain.)

Imperial Majesty, Inc. was administratively dissolved on September 14, 2007, and ceased operating having transferred its only ship to a different cruise company. The principal submitted a Form 1.977 pursuant to the terms of the final judgment, which indicates no assets. The entity had a loss of \$1.3M pursuant to its 2009 taxes. Bank account currently has a minimal balance.


Assistant Attorney General

2/3/14
Date

UNCOLLECTIBLE AFFIDAVIT

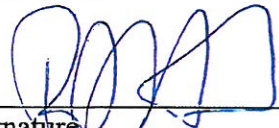
AG Case # No. L08-3-1078

Subject Individual Entity: Imperial Majesty Cruise Line, LLC

I certify that all reasonable efforts have been taken to collect the funds due in this case, as per the Uncollectible Case Checklist (copy attached).

The case is now deemed to be uncollectible.

Rene Harrod
Printed Name


Signature

2/3/14
Date

EA FN
Office

Having reviewed the case file, I agree with the above recommendation.


Bureau Chief Robert Julian

Approved.



Director of Economic Crimes
Florida Attorney General's Office
PL-01 The Capitol
Tallahassee, Florida 32399-1050
Phone: (850)414-3600
Facsimile: (850)488-4483

EXHIBIT F

Whois Record (last updated on 2015-03-20)

Domain Name: HOLIDAYCL.COM
Registry Domain ID: 1728298311_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.gkg.net
Registrar URL: <http://www.gkg.net>
Updated Date: 2014-06-06T08:47:52.0Z
Creation Date: 2012-06-19T16:17:41.0Z
Registrar Registration Expiration Date: 2015-06-19T16:17:41.0Z
Registrar: GKG.NET, INC.
Registrar IANA ID: 93
Registrar Abuse Contact Email: abuse@gkg.net
Registrar Abuse Contact Phone: +1.8776951790
Domain Status: clientTransferProhibited
Registry Registrant ID: GKG-C0000307B2
Registrant Name: Consolidated World Travel, Inc. Consolidated World Travel, Inc.
Registrant Organization: Consolidated World Travel, Inc.
Registrant Street: 2121 W Oakland Park Blvd.
Registrant Street: Suite 1
Registrant City: Fort Lauderdale
Registrant State/Province: FL
Registrant Postal Code: 33311
Registrant Country: US
Registrant Phone: +1.8886020024
Registrant Email: c7e865bb84e07132f8b996cafa3d92586a947eb5@whois.gkg.net
Registry Admin ID: GKG-C0000307B2
Admin Name: Consolidated World Travel, Inc. Consolidated World Travel, Inc.
Admin Organization: Consolidated World Travel, Inc.
Admin Street: 2121 W Oakland Park Blvd.
Admin Street: Suite 1
Admin City: Fort Lauderdale
Admin State/Province: FL
Admin Postal Code: 33311
Admin Country: US
Admin Phone: +1.8886020024
Admin Email: c7e865bb84e07132f8b996cafa3d92586a947eb5@whois.gkg.net
Registry Tech ID: GKG-C0000307B2
Tech Name: Consolidated World Travel, Inc. Consolidated World Travel, Inc.
Tech Organization: Consolidated World Travel, Inc.
Tech Street: 2121 W Oakland Park Blvd.
Tech Street: Suite 1
Tech City: Fort Lauderdale
Tech State/Province: FL
Tech Postal Code: 33311
Tech Country: US
Tech Phone: +1.8886020024
Tech Email: c7e865bb84e07132f8b996cafa3d92586a947eb5@whois.gkg.net
Name Server: NS1.SUN64.COM
Name Server: NS2.SUN64.COM
URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>


EXHIBIT G

Domain Name: HOLIDAY-CRUISELINE.COM
Registry Domain ID: 1736552422_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: <http://www.godaddy.com>
Update Date: 2014-07-09T17:19:03Z
Creation Date: 2012-07-31T07:36:41Z
Registrar Registration Expiration Date: 2015-07-31T07:36:41Z
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146
Registrar Abuse Contact Email: abuse@godaddy.com
Registrar Abuse Contact Phone: +1.480-624-2505
Domain Status: clientTransferProhibited <http://www.icann.org/epp#clientTransferProhibited>
Domain Status: clientUpdateProhibited <http://www.icann.org/epp#clientUpdateProhibited>
Domain Status: clientRenewProhibited <http://www.icann.org/epp#clientRenewProhibited>
Domain Status: clientDeleteProhibited <http://www.icann.org/epp#clientDeleteProhibited>
Registry Registrant ID:
Registrant Name: James Verillo
Registrant Organization: Holiday Cruise Line
Registrant Street: 2419 E Commerical Blvd
Registrant Street: Suite 100
Registrant City: Fort Lauderdale
Registrant State/Province: FL
Registrant Postal Code: 33308
Registrant Country: United States
Registrant Phone: +1.9543314154
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: mhunter@rwili.onmicrosoft.com

EXHIBIT H




Document title:	Telecom - Notice of violation - Consolidated Travel Holdings Group, Inc. - File No.: PDR 9174-1506
Capture URL:	http://www.crtc.gc.ca/eng/archive/2015/vt150311.htm
Captured site IP:	198.103.61.7
Page loaded at (UTC):	Tuesday, Sep 15 2015, 16:26:42
Capture timestamp (UTC):	Tuesday, Sep 15 2015, 16:27:25
Capture tool:	v3.6.6
Page Vault server IP:	52.3.54.241
Browser engine:	Chrome/41.0.2272.16
Operating system:	Microsoft Windows NT 6.2.9200.0 (6.2.9200.0)
PDF length:	2
Portal URL:	https://portal.page-vault.com/#/snapshot/13326
User:	siprut-user2


Government of Canada
Gouvernement du Canada

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Canadian Radio-television and Telecommunications Commission



Phone
Internet
TV & Radio
Business & Licensing

Home > Business and Licensing > Compliance and Enforcement > Telemarketing Citations, Penalties and Violations > Notices of Violation 2015 > Consolidated Travel Holdings Group, Inc.

Enforcement Actions

Administrative monetary penalties

2015
2014
2013
2012
2011
2010
2009

Citations

2015
2014
2013
2012
2011
2010

Notices of Violation

2015
2014
2013
2012
2011
2010

Undertakings

2015

Notice of Violation: Consolidated Travel Holdings Group, Inc.

Ottawa, 11 March 2015

File No.: PDR 9174-1506

To: Mr. Daniel Lambert
Consolidated Travel Holdings Group, Inc.

Address:
2419 E Commercial Blvd, Ste 100
Fort Lauderdale, Florida 33308-4042
United States

Date of Notice and Payment: 2 March 2015

Penalty: \$200,000

Pursuant to section 72.07 of the Telecommunications Act, S.C. 1993, c. 38 (the Act), the undersigned has issued this Notice of Violation finding Consolidated Travel Holdings Group, Inc. to have committed the following violations contrary to the Canadian Radio-television and Telecommunications Commission's (CRTC's) Unsolicited Telecommunications Rules (the Rules) made under section 41 of the Act:

Between 1 February 2013 and 31 October 2014, telemarketing telecommunications were made by and on behalf of Consolidated Travel Holdings Group, Inc., resulting in violations of the Rules: Part II, section 4 for initiating telemarketing telecommunications to consumers whose telephone numbers were registered on the National Do Not Call List (DNCL); Part II, section 13 for using a version of the National DNCL that was older than 31 days; Part III, section 25 for failing to display the originating telecommunications number or an alternate telecommunications numbers where the telemarketer can be reached; and Part IV, section 2 for initiating telemarketing telecommunication via an Automatic Dialing-Announcing Device (ADAD) without obtaining express consent from the consumers.

Pursuant to section 72.02 of the Act, a person is liable for a violation that is committed by an employee, or an agent or mandatary, of the person acting in the course of the employee's employment or the scope of the agent's or mandatary's authority, whether or not the employee, agent or mandatary who actually committed the violation is identified or proceeded against in accordance with this Act.

Pursuant to section 72.01 of the Act, the undersigned has determined that the total penalty for the violations identified above is \$200,000.

<p>2015</p>	<p>United States</p> <p>Date of Notice and Payment: 2 March 2015</p> <p>Penalty: \$200,000</p> <p>Pursuant to section 72.07 of the Telecommunications Act, S.C. 1993, c. 38 (the Act), the undersigned has issued this Notice of Violation finding Consolidated Travel Holdings Group, Inc. to have committed the following violations contrary to the Canadian Radio-television and Telecommunications Commission's (CRTC's) Unsolicited Telecommunications Rules (the Rules) made under section 41 of the Act:</p> <p>Between 1 February 2013 and 31 October 2014, telemarketing telecommunications were made by and on behalf of Consolidated Travel Holdings Group, Inc., resulting in violations of the Rules: Part II, section 4 for initiating telemarketing telecommunications to consumers whose telephone numbers were registered on the National Do Not Call List (DNCL); Part II, section 13 for using a version of the National DNCL that was older than 31 days; Part III, section 25 for failing to display the originating telecommunications number or an alternate telecommunications numbers where the telemarketer can be reached; and Part IV, section 2 for initiating telemarketing telecommunication via an Automatic Dialing-Announcing Device (ADAD) without obtaining express consent from the consumers.</p> <p>Pursuant to section 72.02 of the Act, a person is liable for a violation that is committed by an employee, or an agent or mandatary, of the person acting in the course of the employee's employment or the scope of the agent's or mandatary's authority, whether or not the employee, agent or mandatary who actually committed the violation is identified or proceeded against in accordance with this Act.</p> <p>Pursuant to section 72.01 of the Act, the undersigned has determined that the total penalty for the violations identified above is \$200,000.</p> <p>The penalty of \$200,000 must be paid by Consolidated Travel Holdings Group, Inc. to "The Receiver General for Canada" in accordance with subsection 72.09(3) of the Act.</p> <p>Manon Bombardier Chief Compliance and Enforcement Officer</p> <p>Date modified: 2015-03-11</p>
-------------	---

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EXHIBIT I



Document title:	NBC 6 Investigation: Caribbean Cruise Line NBC 6 South Florida
Capture URL:	http://www.nbcmiami.com/news/local/NBC-6-Investigation-Caribbean-Cruise-Line-290281751.html
Captured site IP:	23.3.13.33
Page loaded at (UTC):	Thursday, Sep 3 2015, 21:27:09
Capture timestamp (UTC):	Thursday, Sep 3 2015, 21:30:02
Capture tool:	v3.6.4
Page Vault server IP:	54.152.69.245
Browser engine:	Chrome/41.0.2272.16
Operating system:	Microsoft Windows NT 6.2.9200.0 (6.2.9200.0)
PDF length:	14
Portal URL:	https://portal.page-vault.com/#/snapshot/11866
User:	siprut-user2



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NBC 6 Investigation: Caribbean Cruise Line

By Robbi Peele, Trina Robinson and Mc Nelly Torres

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"It's not just a cruise, it's a celebration...and you're gonna love it!"

Caribbean Cruise Line and the Bahamian Ministry of Tourism have teamed up to promote tourism to the beautiful Grand Bahama Island, the Jewel of the Bahamas. Get out aboard our award winning flagship the Bahamas Celebration, offering much more than any other getaway cruise to the Bahamas!

But don't take our word for it, view the pictures, videos, and testimonials at the bottom of the page to see for yourself.

Where do you want to go? Whenever it is, Caribbean Cruise Line will take you there. The best part? We'll leave you there, too, giving you more time to explore your vacation destination. You see, we're the "Cruise and Resort Stay" specialists, and we take pride in creating vacation packages that offer you the cruise of a lifetime, visiting world-class destinations worldwide. You'll visit Orlando, South Florida and Grand Bahama Island. You'll experience a vacation you've only dreamed of, and see a side of paradise you've only imagined. In fact, we've teamed with the Bahamian Ministry of Tourism to ensure your trip to Grand Bahama Island is the best it can be as you visit this jewel of the sea -- and our preferred resort -- the AAA 4-star complex Grand Lucayan Resort.

TEAM 6 INVESTIGATORS

Discover Everything Caribbean Cruise Line has to Offer. Take a trip on Caribbean Cruise Line and see for yourself why we're Port of Palm Beach's exclusive cruise line, and one of Grand Bahama Island's official cruise lines. To Port, Bahamas!

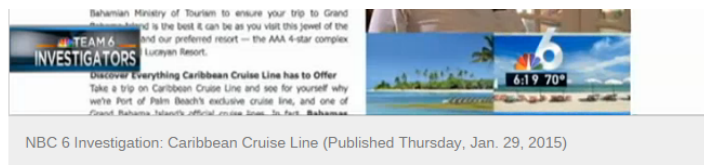


New Rule Leaves Drivers Surprised

Why did no one tell drivers about this new rule? If you drive less than **45 miles per day**, you better read this... [\(Read More...\)](#)

TRENDING STORIES

VIDEO Report Details Exchange Between Arby's Worker, Officer



Updated at 5:22 PM EDT on Friday, Jan 30, 2015

Bob Hernan thought he was getting a good deal to take his daughter and two sons on a cruise so one morning last fall he used half of his monthly social security and took the vacation offer he got by phone.

"A cruise for two nights and four days," said 84-year-old Hernan, who said he took meticulous notes during the call. "And if I took four people, I had to pay the extra fee. I think it was \$59 port fees and that was the only fee mentioned."

Sometimes the vacation deal offer comes in a voucher in the mail, others through a phone call or text; all promising a free cruise or special promotion. But when Hernan called to book the cruise for the Thanksgiving holidays; the sales person representing Caribbean Cruise Line came up with more fees that Hernan says were not mentioned when he bought the vacation package.

His daughter, Mary Hernan, explained there was a \$129 per person fee just to get on the cruise, the fee for gratuities and fuel surcharges, and on and on. The final price tag: \$1,600.

This was a vacation Bob Hernan could not afford. Mary Hernan went online to see what she could find out about Caribbean Cruise Line.

"All I found were complaints," Mary Hernan said.

Caribbean Cruise Line, based in Fort Lauderdale, is more of a travel marketing company than a cruise line with hundreds of unsatisfied customers all over the

TRENDING STORIES

VIDEO Report Details Exchange Between Arby's Worker, Officer

Arby's Offers Free Meals to Miami-Area Officers

Fifth Suspect Arrested in Murder of Teen in Homestead

Judge Orders Clerk Blocking Gay Marriages to Jail

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Miami, FL

 **87°** Broken Clouds
Feels Like 100°



31 days to a better you.
What will you start today?





Updated at 5:22 PM EDT on Friday, Jan 30, 2015

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Feels Like 100°



Radar



Forecast



Maps

31 days to a better you.
What will you start today?



"All I found were complaints," Mary Hernan said.

Caribbean Cruise Line, based in Fort Lauderdale, is more of a travel marketing company than a cruise line with hundreds of unsatisfied customers all over the United States and Canada.

More than 500 complaints had been filed with the Florida Attorney General's office and more than 1,400 with the Better Business Bureau, which gives the company an "F." Most of the BBB complaints have been resolved.

(A map of the complaints filed with the Better Business Bureau can be found at the bottom of this story.)

The Florida Attorney General's Office said it is currently investigating Caribbean Cruise Line.

Mary Hernan called the company and asked for a refund because the package wasn't what her father expected it to be. But the customer service representative called her "stupid" and refused to refund the money.

What the Hernans did not know is that Caribbean Cruise Line is in the business of selling travel packages, license records filed with the Florida Department of Agriculture and Consumer Services show.

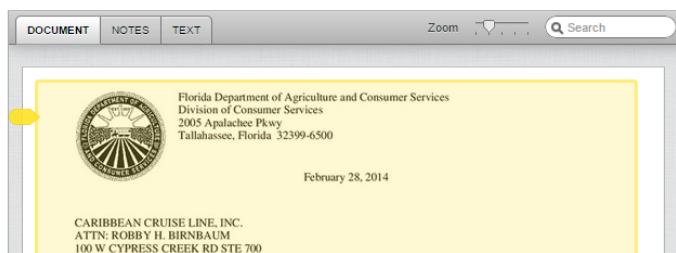


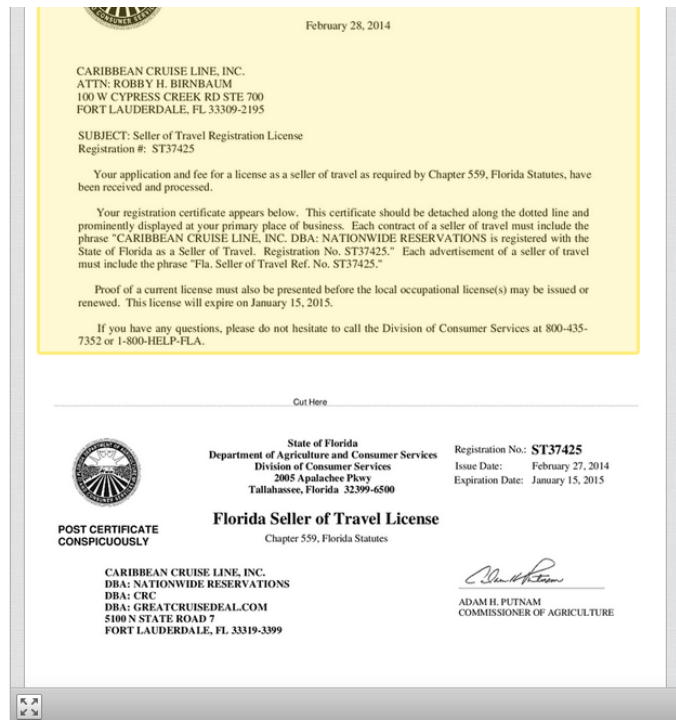
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NBC 6 Investigators tracked down Robert P. Mitchell, president of Caribbean Cruise Line, to ask why he wouldn't return Bob Hernan's \$600. Mitchell did not respond to our request for an interview.

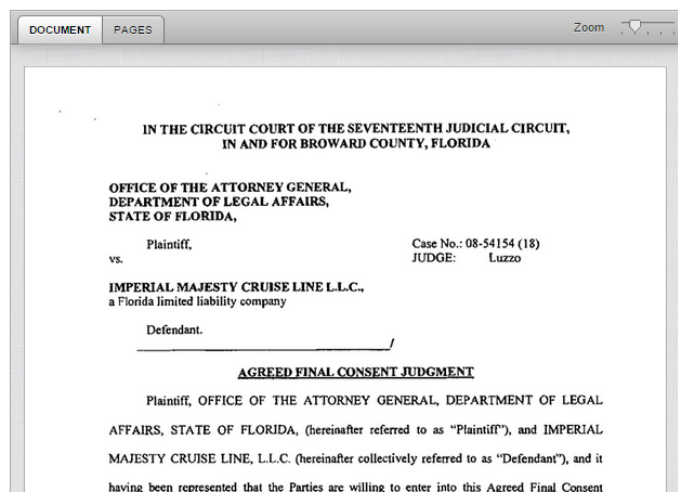
It turns out that businessmen connected with Caribbean Cruise Line have been in trouble for deceiving customers twice before; most recently in 2006 when they owned a company called Imperial Majesty.

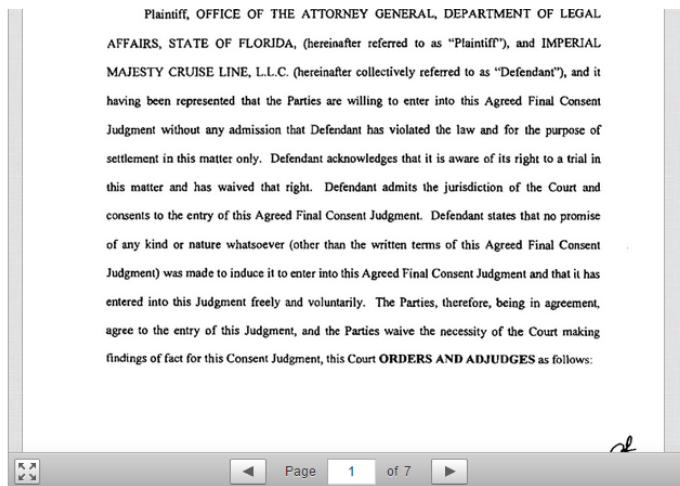
It turns out that businessmen connected with Caribbean Cruise Line have been in trouble for deceiving customers twice before; most recently in 2006 when they owned a company called Imperial Majesty.

James Verrillo and Daniel Lambert got in trouble for practices similar to what Caribbean Cruise Line's customers have complained about.

It was located at the same address as Caribbean Cruise Line, 2419 East Commercial Blvd. in Fort Lauderdale. Both booked cruises aboard the "Bahamas Celebration."

Five years ago, a Florida judge banned Lambert and Verillo from "charging fees" above the "advertised fare" and ordered them to "conspicuously disclose the fuel ...charge..." and ordered them to pay \$16 million in fines and restitution.





Joe Pappacoda is a Miami attorney specializing in financial misconduct. He said the state often has a hard time collecting penalties in these types of civil cases.

"They don't care if the corporation gets a \$15 million judgment because the corporation is going to get dissolved and open up a new corporation," Pappacoda said.

In fact, Verrillo and Lambert did dissolve Imperial Majesty on Sept. 14, 2007, according to an affidavit filed with the Florida Attorney General's Office, and they did not pay a penny, saying their company lost \$1.3 million dollars "pursuant to its 2009 taxes," the document shows.



DOCUMENT PAGES NOTES Zoom

UNCOLLECTABLE CASE CHECKLIST

WHERE ATTORNEY ANTICIPATES THAT DEFENDANT(S) WILL NOT BE ABLE TO
FULFILL FINANCIAL TERMS AND CONDITIONS OF AVC OR SETTLEMENT
AGREEMENT AND RECOMMENDS CLOSURE

Case Name and AG Number: Imperial Majesty Cruise Line, LLC, Case No. L08-3-1078

Total restitution due:	\$39,700.00	Amount Paid to Date:	\$0.00
Total attorneys fees and costs due:	\$17,762.17	Amount Paid to Date:	\$0.00
Total Fines and Penalties due:	\$700,000.00	Amount Paid to Date:	\$0.00

Determination of inability to pay or secure payment made on the basis of:
(Supporting documentation required for case file)

☒ Sworn financial affidavit of Defendant(s) showing lack of assets or income sufficient to satisfy Judgment, Settlement Agreement or AVC.

☐ Asset search conducted by financial investigator.

☐ Discovery in aid of execution of judgment.

☐ The inability to locate Defendants after diligent search.

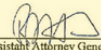
☐ The conviction/incarceration of the Defendant(s) on criminal charges.

☐ Bankruptcy filing, and claim has been submitted to the Bankruptcy Court.

☒ Other

Comments: (Please provide a short summary of the basis for your determination that the payments or judgment in question are either uncollectable or not financially feasible to obtain.)

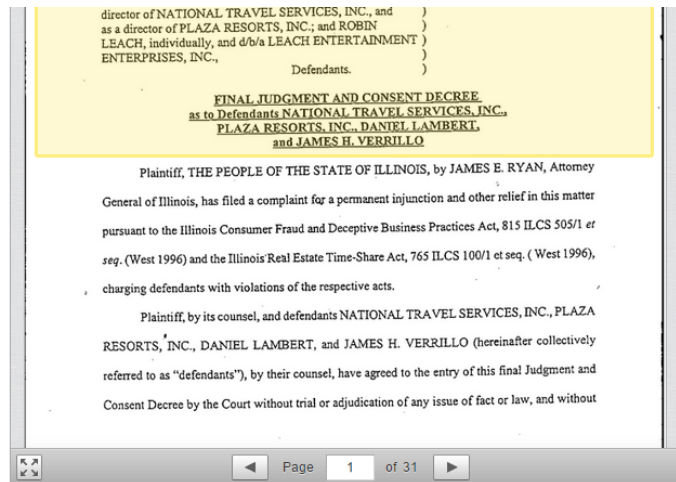
Imperial Majesty, Inc. was administratively dissolved on September 14, 2007, and ceased operating having transferred its only ship to a different cruise company. The principal submitted a Form 1.977 pursuant to the terms of the final judgment, which indicates no assets. The entity had a loss of \$1.3M pursuant to its 2009 taxes. Bank account currently has a minimal balance.


Assistant Attorney General

2/3/14
Date

Page 1 of 2

NBC 6 Investigators reached out to Florida Attorney General Pam Bondi's office to



Though Robert Mitchell is Caribbean Cruise Line's owner of record, NBC 6 Investigators found evidence that both Verrillo and Lambert are connected to the company as well.

Annual reports filed with the U.S. Department of Labor known as "Employee Retirement Income Security Act of 1974" shows Plaza Resorts – the company sued by 19 attorney generals – and Dan Lambert sponsors Caribbean Cruise Line's employee stock program. Experts said a sponsor has to be part of the company.



Form 5500 Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefits Guaranty Corporation	Annual Return/Report of Employee Benefit Plan This form is required to be filed for employee benefit plans under sections 104 and 4085 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6047(a), and 6058(a) of the Internal Revenue Code (the Code). Complete all entries in accordance with the instructions to the Form 5500.	OMB Nos. 1510-0119 1510-0089 2009 This Form Is Open to Public Inspection
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Part I Annual Report Identification Information
For calendar plan year 2009 or fiscal plan year beginning 01/01/2009 and ending 12/31/2009

A This return/report is for: ☐ a multiemployer plan; ☐ a multiple-employer plan; or ☒ a single-employer plan; ☐ a DFE (specify) _____

B This return/report is: ☐ the first return/report; ☐ the final return/report; ☒ an amended return/report; ☐ a short plan year return/report (less than 12 months).

C If the plan is a collectively-bargained plan, check here: ☐

D Check box if filing under: ☒ Form 5500; ☐ automatic extension; ☐ the DFC program; ☐ special extension (enter description) _____

Part II Basic Plan Information—enter all requested information

1a Name of plan CARIBBEAN CRUISE LINE, INC. 401(K) PLAN	1b Three-digit plan number (PIN) 001
2a Plan sponsor's name and address (employer, if for a single-employer plan) (Address should include room or suite no.) CARIBBEAN CRUISE LINE, INC. 2419 EAST COMMERCIAL BLVD. FT. LAUDERDALE, FL 33308	1c Effective date of plan 01/01/1999
	2b Employer Identification Number (EIN) 26-3290287
	2c Sponsor's telephone number 954-630-9449
	2d Business code (see instructions) 561500

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.
Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	Filed with authorized valid electronic signature.	03/04/2011	DANIEL LAMBERT
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE	Filed with authorized valid electronic signature.	03/04/2011	DANIEL LAMBERT
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE	Signature of DFE	Date	Enter name of individual signing as DFE

For Paperwork Reduction Act Notice and OMB Control Numbers, see the instructions for Form 5500. Form 5500 (2009) v.092307.1

So where are the men who'd failed to pay the millions they owe in fines and restitution to Florida regulators today?

James Verrill's seven-civ bedroom, 15,000-square-foot home in Lighthouse Point

So where are the men who'd failed to pay the millions they owe in fines and restitution to Florida regulators today?

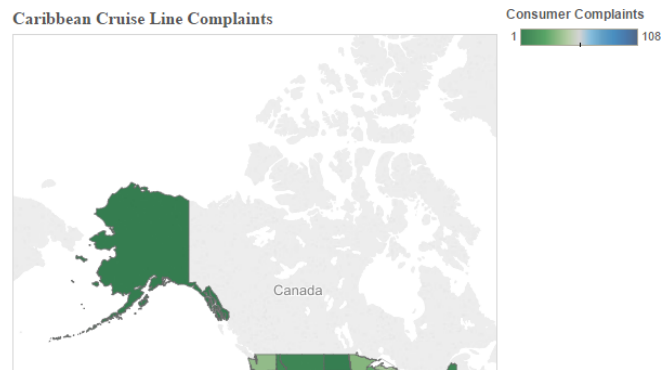
James Verrillo owns a six-bedroom, 15,000-square-foot home in Lighthouse Point, which the real estate website, Zillow, values at \$7.5 million.

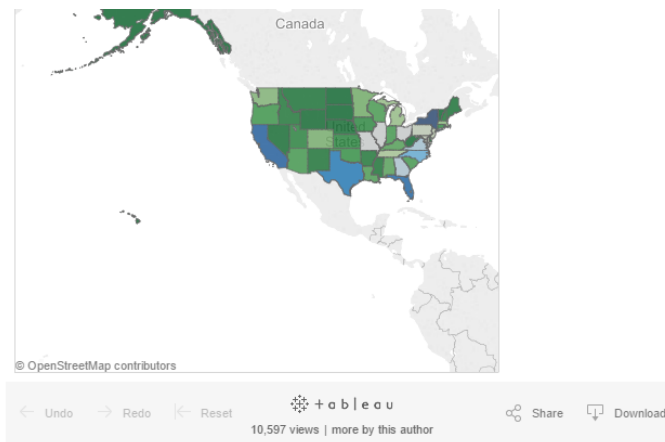
Daniel Lambert put this 9-bedroom, 18,000-square-foot-home in Fort Lauderdale in his wife's name. The house is for sale for \$17.9 million. Lambert has reportedly sunk millions into his fight club, American Top Team and is building a new 45,000-square-foot gym.

As for the Hernan's, they say the people involved with these companies are getting rich by exploiting honest, hard-working people.

"The worst thing about this is they don't tell you the truth," Bob Hernan said.

"He [Bob Hernan] trusts people. He purchased what he thought was going to be a great package that fit his family," Mary Hernan added.





[Learn About Tableau](#)

The above map shows the states where consumers filed complaints with the Better Business Bureau against Caribbean Cruise Line, Inc. during the past 36 months. Over 1,400 consumers in the United States and Canada have filed complaints for an array of reasons including billing issues, dissatisfaction with the product or service and false advertising. The vast majority have been resolved, though not always to the customer's satisfaction. The BBB gives the company an "F" rating because it has "...failed to resolve underlying cause(s) of a pattern of complaints."

Published at 9:23 PM EDT on Jan 29, 2015

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Sincerely,
C. Hergert

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Sincerely,
C. Hergert

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