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**AG PAXTON REACHES \$74K AGREEMENT WITH SAN ANTONIO-BASED BUSINESS**

June 22, 2017 | Press Release

# AG Paxton Reaches \$74K Agreement with San Antonio-Based Business

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Texas Attorney General Ken Paxton today reached an agreement with Joseph Brandon Shirley and Randy Lee Gardner over allegations that their travel service operations violated the Texas Deceptive Trade Practices Act and other Texas statutes. The State alleged that Respondents offered travel promotions that were unavailable in order to get consumers to purchase memberships, misrepresented the savings promised to consumers for services, and refused requests to cancel memberships, among several other complaints.

Businesses named in the agreement are Exciting Travel Destinations LLC, Alamo Guest Services, and Vacation Inspirations, LLC. All three entities operated from offices in San Antonio. Respondents have agreed to pay \$74,995 in consumer restitution, civil penalties, and attorneys' fees in favor of the State of Texas.

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June 15, 2023 | Press Release

**Texas Launches Lawsuit Against Biden's Unlawful Title IX Guidance Forcing "Transgender" Policies in Schools by Threatening Education Funds (/news/releases/texas-launches-lawsuit-against-bidens-unlawful-title-ix-guidance-forcing-transgender-policies)**

June 14, 2023 | Press Release

**Office of the Attorney General's Medicaid Fraud Control Unit Sends Owner of Home Health Company to Prison for 57 Months for \$1.4 Million Fraud Scheme (/news/releases/office-attorney-generals-medicaid-fraud-control-unit-sends-owner-home-health-company-prison-57)**

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# Public Information

## SEARCH RESULTS

### You Searched For

**Business Name: vacation inspiration**

### Results

Name	Address	Phone	Complaints
<a href="#">Vacation Inspirations</a>	229 Meeting Street Charleston, SC 29401	8776428747	121
<a href="#">Vacation Inspirations (Destination Trave</a>	1662 Savannah Hwy., Suite 150 Charleston, SC 29407	7706718500	9

**Total Complaints: 130**

**RECEIVED****Feb 03 2026****SC Court of Appeals**[Menu](#)**Public Information****BUSINESS PROFILE****Vacation Inspirations**229 Meeting Street  
Charleston, SC 29401**Associated Complaints**

<b>Complaint Date</b>	<b>Complaint Summary</b>	<b>Complaint Category</b>	<b>Status Type</b>	<b>Status</b>
<a href="#">8/14/2025</a>	Potential misleading deceptive practices false promises. Consumer seeks to...	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">6/13/2025</a>	Potential misleading deceptive practices false promises. Consumer seeks to...	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">6/13/2025</a>	Potential misleading deceptive practices false promises. Consumer seeks to...	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">6/2/2025</a>	Potential misleading deceptive practices false promises. Consumer seeks to...	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">4/22/2025</a>	Potential misleading deceptive practices false promises. Consumer seeks to...	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">4/2/2025</a>	Potential misleading deceptive practices false promises. Consumer seeks to...	BC04 Travel Clubs	Information	Closed
<a href="#">4/2/2025</a>	Potential misleading deceptive practices false promises. Consumer seeks to...	BC04 Travel Clubs	Information	Closed
<a href="#">4/2/2025</a>	Potential misleading deceptive practices false promises. Consumer seeks to...	BC04 Travel Clubs	Information	Closed
<a href="#">3/28/2025</a>	Potential misleading deceptive practices false promises. Consumer seeks to...	RM02 Time Sharing - Real Estate	Satisfied – Consumer Satisfied	Closed
<a href="#">3/24/2025</a>	Potential high pressured deceptive sales practices. Consumer seeks assista...	RM02 Time Sharing - Real Estate	Satisfied – Consumer Satisfied	Closed
<a href="#">2/26/2025</a>	Potential high pressured deceptive sales practices. Consumer seeks assista...	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">2/8/2025</a>	Potential high pressured deceptive sales practices. Consumer seeks assista...	BC04 Travel Clubs	Satisfied – Consumer Satisfied	Closed
<a href="#">11/25/2024</a>	Potential misleading deceptive practices false promises. Consumer seeks as...	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">10/24/2024</a>	Potential misleading deceptive practices false promises. Consumer seeks as...	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">9/10/2024</a>	Potential misleading deceptive practices false promises. Consumer seeks to...	BC04 Travel Clubs	Satisfied – Consumer Satisfied	Closed

<a href="#">6/6/2024</a>	Consumer is seeking cancellation of a travel club membership.	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">5/14/2024</a>	Potential misleading deceptive practices false promises. Consumer seeks as...	RM02 Time Sharing - Real Estate	Satisfied – Consumer Satisfied	Closed
<a href="#">5/8/2024</a>	Potential misleading deceptive practices false promises. Consumer seeks to...	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">1/23/2024</a>	Potential high pressured deceptive sales practices. Consumer seeks to canc...	RM02 Time Sharing - Real Estate	Satisfied – Consumer Satisfied	Closed
<a href="#">12/20/2023</a>	Potential false pretense and unethical sales tactics. Consumer seeks assis...	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">11/27/2023</a>	Potential misleading deceptive practices false promises. Consumer seeks to...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">11/13/2023</a>	Potential false pretense and unethical sales tactics. Consumer seeks to re...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">11/13/2023</a>	Potential high pressured deceptive sales practices. Consumer seeks to canc...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">9/27/2023</a>	Potential misleading false pretense and unethical sales tactics cancel con...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">9/27/2023</a>	Consumer is seeking cancellation of timeshare contract and return of funds.	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">8/29/2023</a>	Potential misleading deceptive practices cancel contract seek refun.	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">8/10/2023</a>	Seek to rescind contract without penalty and be refunded for amounts paid ...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">7/13/2023</a>	Seek to rescind contract and be refunded.	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">6/14/2023</a>	Potential misleading deceptive practices false promises seek to cancel con...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">4/21/2023</a>	Misleading deceptive practices unfulfilled promises cancel contract seek r...	RM02 Time Sharing - Real Estate	Duplicate	Closed
<a href="#">4/5/2023</a>	Potential misleading deceptive practices. False promises consumer seeks to...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">3/12/2023</a>	Potential high pressure, misleading, & deceptive practices. Consumer seeks...	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">1/30/2023</a>	Misleading deceptive practices cancel contract seek refund.	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">1/25/2023</a>	Misleading deceptive practices unfulfilled promises cancel contract seek r...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">1/11/2023</a>	Deceptive false pretense rescind contract and issue refund.	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">11/8/2022</a>	Misleading deceptive practices false promises seek refund adjustment.	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed

<a href="#">8/25/2022</a>	High pressured deceptive practice cancel contract and relieve financial ob...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">8/8/2022</a>	High pressured deceptive false promises cancel contract seek refund.	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">8/5/2022</a>	Misleading deceptive practices false promises cancel contract and seek ref...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">7/29/2022</a>	High pressured deceptive sales tactics and false claims cancel contract se...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">7/7/2022</a>	High pressured sales tactics cancel contract and seek refund.	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">5/4/2022</a>	Consumer is seeking assistance to cancel a vacation club membership contra...	BC02 Other - Contractual Membership	Satisfied – Adequate Business Response	Closed
<a href="#">4/21/2022</a>	Attempted to cancel contract and seek refund within the recession period.	RM02 Time Sharing - Real Estate	Satisfied – Consumer Satisfied	Closed
<a href="#">4/6/2022</a>	Misleading deceptive practices cancel contract seek refund.	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">3/31/2022</a>	Consumer is seeking cancellation of contract.	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">3/7/2022</a>	Deceptive high pressure sales tactics notice of cancellation was provided ...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">2/8/2022</a>	High pressure deceptive practices rescind contract.	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">10/15/2021</a>	Misleading deceptive practices rescind contract and provide refund.	RM02 Time Sharing - Real Estate	Satisfied – Consumer Satisfied	Closed
<a href="#">10/8/2021</a>	Misleading deceptive practices rescind contract and provide refund.	RM02 Time Sharing - Real Estate	Satisfied – Consumer Satisfied	Closed
<a href="#">7/30/2021</a>	Misleading deceptive practices empty promises. Cancel contract and provid...	RM02 Time Sharing - Real Estate	Satisfied – Consumer Satisfied	Closed
<a href="#">5/1/2021</a>	Misleading deceptive practices promises not fulfilled rescind contract and...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">4/11/2021</a>	Misleading deceptive practices promises not fulfilled rescind contract and...	RM02 Time Sharing - Real Estate	Satisfied – Consumer Satisfied	Closed
<a href="#">4/7/2021</a>	Misleading deceptive practices promises not fulfilled rescind contract and...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">2/10/2021</a>	Attempts to reach the business has been unsuccessful. Unfulfilled promise...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">12/23/2020</a>	Misleading deceptive practice promises not fulfilled. Attempts made to ch...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">10/31/2020</a>	Assured and promised our timeshare would be sold within 6 months. A writt...	RM02 Time Sharing - Real Estate	Satisfied – Consumer Satisfied	Closed
<a href="#">10/16/2020</a>	Deceptive practices rescind contract and any financial obligations. Seek ...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed

<a href="#">9/23/2020</a>	Issues rewards check as promised.	RM02 Time Sharing - Real Estate	Satisfied – Consumer Satisfied	Closed
<a href="#">9/14/2020</a>	Deceptive misleading practice promises not fulfilled. Seek to cancel and ...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">2/27/2020</a>	Misleading deceptive practices promises not fulfilled rescind contract and...	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">1/11/2020</a>	Misleading deceptive practices cancel contract seek refund	RM02 Time Sharing - Real Estate	Satisfied – Adequate Business Response	Closed
<a href="#">12/12/2019</a>	Rescind contract and any financial obligations seek refund	TM02 Vacation Timeshare/Land Sales	Satisfied – Adequate Business Response	Closed
<a href="#">8/20/2019</a>	Misleading deceptive practices cancel contract seek refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">6/24/2019</a>	Misleading deceptive practices cancel contract seek refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">6/19/2019</a>	Deceptive misrepresentation of services cancel contract seek full refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">6/14/2019</a>	Misleading deceptive practices cancel contract and provide refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">5/22/2019</a>	Misleading deceptive practices cancel and make refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">4/28/2019</a>	Misleading deceptive practices cancel contract seek refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">4/7/2019</a>	Misleading deceptive practices cancel contract seek refund as per request	BC04 Travel Clubs	Satisfied – Consumer Satisfied	Closed
<a href="#">12/28/2018</a>	Seeking refund and cancellation of contract	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">10/26/2018</a>	Misleading deceptive practices cancel contract seek refund	BC04 Travel Clubs	Satisfied – Consumer Satisfied	Closed
<a href="#">10/12/2018</a>	Seek to rescind contract and be free of any financial obligations	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">7/23/2018</a>	Misleading deceptive practices cancel contract seek refund	BC04 Travel Clubs	Satisfied – Consumer Satisfied	Closed
<a href="#">7/22/2018</a>	Misleading deceptive practices cancel contract seek refund	BC04 Travel Clubs	Satisfied – Consumer Satisfied	Closed
<a href="#">6/12/2018</a>	Misleading deceptive practices cancel contract seek refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">5/18/2018</a>	Deceptive practices requesting to cancel contract seek refund.	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">4/25/2018</a>	Deceptive practices requesting to cancel contract seek refund.	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">4/4/2018</a>	Deceptive practices unable to schedule trip cancel contract seek refund.	BC04 Travel Clubs	Satisfied – Consumer Satisfied	Closed

<a href="#">3/15/2018</a>	Deceptive practices unable to schedule trip cancel contract seek refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">2/13/2018</a>	Misleading deceptive practices cancel and seek a refund	BC04 Travel Clubs	Satisfied – Consumer Satisfied	Closed
<a href="#">1/29/2018</a>	Misrepresentation, deceptive practices, cancel contract, seek refund	BC04 Travel Clubs	Satisfied – Consumer Satisfied	Closed
<a href="#">1/10/2018</a>	Deceptive practices, cancel contract, seek refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">12/1/2017</a>	Call not being returned, seek service or cancel	BC04 Travel Clubs	Satisfied – Consumer Satisfied	Closed
<a href="#">11/8/2017</a>	Misleading, cancel membership and refund money	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">10/25/2017</a>	Misleading, cancel membership and reverse credit card charges	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">10/18/2017</a>	Seek to rescind contract, refund	BC04 Travel Clubs	Satisfied – Consumer Satisfied	Closed
<a href="#">10/13/2017</a>	Seek to rescind contract, refund and be free of any financial obligations	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">8/30/2017</a>	Wants out of contract and refund of monies paid.	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">8/1/2017</a>	Misleading/deceptive practices, seek full refund	BC04 Travel Clubs	Satisfied – Consumer Satisfied	Closed
<a href="#">7/11/2017</a>	Misleading/deceptive practices, cancel contract and refund monies.	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">6/29/2017</a>	To cancel timeshare contract	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">5/18/2017</a>	Wants refund and cancellation of membership	BC04 Travel Clubs	Information	Closed
<a href="#">5/18/2017</a>	Seek to cancel contract.	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">4/20/2017</a>	wants a refund and cancelation of membership due to false information pres...	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">4/11/2017</a>	wants a refund and cancelation of membership.	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">4/6/2017</a>	Seek a refund, cancel contract.	BC04 Travel Clubs	Satisfied – Consumer Satisfied	Closed
<a href="#">4/4/2017</a>	Seek a refund, cancel contract.	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">4/1/2017</a>	Misrepresentation, promise savings on cruises and air fair.	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">2/28/2017</a>	Victims of misrepresentation, seek to cancel membership.	BC04 Travel Clubs	Undetermined	Closed

<a href="#">1/26/2017</a>	Deceptive/misleading tactics clearly violated the state ordinance.	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">12/31/2016</a>	Consumer requesting a full refund of membership fee.	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">12/2/2016</a>	Wants out of contract and refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">12/2/2016</a>	Wants out of contract and refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">7/27/2016</a>	Wants out of contract and refund	BC04 Travel Clubs	Satisfied – Consumer Satisfied	Closed
<a href="#">7/7/2016</a>	Changed mind and wants out of contract	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">6/27/2016</a>	Membership not as promised. Wants out of contract and refund.	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">11/3/2015</a>	Membership not as promised. Wants out of contract and refund.	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">9/22/2015</a>	Wants out of contract and refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">9/21/2015</a>	Wants out of contract and refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">9/18/2015</a>	Wants out of contract and refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">8/21/2015</a>	Wants out of contract and refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">7/13/2015</a>	Wants out of contract and refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">6/25/2015</a>	Wants out of contract and refund	BC04 Travel Clubs	Undetermined	Closed
<a href="#">2/26/2015</a>	Wants out of contract and refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">2/20/2015</a>	Wants out of contract and refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">1/21/2015</a>	Wants out of contract and refund	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">12/8/2014</a>	Wants out of contract. Availability of condos not as promised.	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">4/15/2014</a>	Wants out of contract. Contract signed in Texas.	BC04 Travel Clubs	Referred	Closed
<a href="#">3/25/2014</a>	Wants out of contract because of misrepresentations	BC04 Travel Clubs	Satisfied – Adequate Business Response	Closed
<a href="#">2/11/2014</a>	Wants out of travel club contract.	BC04 Travel Clubs	Information	Closed

[2/5/2014](#)

Wants out of contract.

BC04 Travel Clubs

Satisfied – Adequate  
Business Response

Closed



# Live 5 Investigates: Dozens of complaints filed against local vacation clubs



Live 5 Investigates: Dozens of complaints filed against local vacation clubs

By Harve Jacobs

Updated: Nov. 2, 2015 at 10:45 PM EST



CHARLESTON, SC (WCSC) - A Live 5 News investigation has uncovered dozens of complaints filed against businesses that sell timeshares and luxury vacation packages.

In the heart of Charleston's historic district, storefronts of Wholesale Escapes on South Market Street and Vacation Inspirations on Meeting Street offer information to tourists.

But once visitors stop in the sidewalk to hear the pitch, they learn there's much more to the free maps and guidebooks.

On their websites, both businesses proclaim the best deals on vacations.

Sharon and Steve Mitchell, who are from Alabama, visited Charleston in June.

The Mitchells say Vacation Inspirations offered them free carriage rides and a gift certificate for dinner if they listened to a travel presentation.

"They knew the things to say and they encouraged us to come and listen to their sales pitch," Steve Mitchell said.

The Mitchells say during the presentation they were shown first class locations for condos and hotel rooms.

"They get it for a discounted price and also cruises and tours and different trips like that, that most people would want," Sharon Mitchell said.

The Mitchells signed a one year contract with Vacation Inspirations at a price tag of more than \$5,000.

"It wasn't high pressure, but it was a little pressure to a kind of go ahead with the contract," Sharon Mitchell said.

After being told they could take a trip to Hawaii, the couple went back home to Alabama.

"When I got home and started looking at their website more closely and there were really no trips to Hawaii," Sharon Mitchell said.

The Mitchells went on Trip Advisor to look up reviews for some of the resorts listed by Vacation Inspirations.

"They had reviews, really bad reviews, dirty, roaches, bad locations, scary locations," Sharon Mitchell said.

Sharon Mitchell sent a letter to Vacation Inspirations, asking for a full refund.

"I told them I felt misled and they told me to write them a letter and it would take 30 days to respond."

The company wrote back: under South Carolina law, the Mitchells have no legal right to get out of the contract.

The letter stated purchaser "does not have the legal right to cancel the contract" and continued with "We look forward to assisting you with all your future travel needs."

We went to Vacation Inspiration's store downtown to ask about the Mitchell's dispute. An employee declined to speak with us.

The Mitchells also filed a complaint with the South Carolina Better Business Bureau.

We learned they are not the only ones.

In the last three years, 76 complaints against Vacation Inspirations have been filed with the bureau.

Many customers wrote they didn't get what was promised and could not get a refund.

However the BBB gave Vacation Inspirations a 'B' plus rating for its response to the complaints.

Vacation Inspirations is not a member of the BBB, but an attorney for Vacation Inspirations told us they work closely with the BBB and the state department of consumer affairs to resolve customer complaints on a case by case business.

He also says there are thousands of happy members and that often the complaint is about communication or a misunderstanding.

In the Mitchell's case, the attorney says the couple acknowledged they are not allowed to cancel by checking the box on the contract. He also says they checked "no" when questioned if they felt pressure to buy.

Vacation Inspirations also says the Mitchells made no effort to use the program they purchased.

The City of Charleston's attorney says during the past several years they received complaints about Vacation Inspirations and Wholesale Escapes.

Four years ago the city passed an ordinance to prevent deceptive, misleading and aggressive solicitation by businesses. The ordinance states in part: "Vacation time share and vacation clubs membership sellers and solicitors have... negatively affected the special character and welcoming nature of the City of Charleston."

"That prohibits approaching people on the streets to sell a time share or a club membership. It also prohibits fraud or deceit or misrepresentation in the sales tactics," City Attorney Susan Herdina said.

"If we would get to the point where the business is what we would consider under our business license ordinance a public nuisance. It frankly has not risen to that yet. We don't have the cases that can prove that."

It is unclear at this point whether the Mitchells will get their money back and say if they cannot come to an agreement with Vacation Inspirations, they may consider a lawsuit. Either way, the couple says they will come back to Charleston.

"It's sad that this one establishment put a sour taste in our mouths, but we're not gonna let it tarnish our thoughts of Charleston because it was an awesome city," Steve Mitchell said.

We also looked into Wholesale Escapes which has 68 complaints filed with the Better Business Bureau.

According to the BBB website, customers reported they didn't get what was expected and had trouble getting a refund.

The BBB gave that company an 'F' rating in part because they failed to respond to or resolve some of those complaints.

We reached out several times to Wholesale Escapes by phone and e mail, but have not heard back from them.

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s/Abby Edwards Saunders  
Abby Edwards Saunders (S.C. Bar No. 17234)  
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STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT
	)	
FRANK PERRELLI, JR.	)	Civil Action No. 2024-CP-10-_____
	)	
PLAINTIFF,	)	
	)	
vs.	)	<b>COMPLAINT</b>
	)	
VACATION INSPIRATIONS,	)	
DESTINATION TRAVEL, LLC, JOSEPH	)	
SHIRLEY, RANDY GARDNER, and	)	
JEFFREY PUMILIA,	)	
	)	
DEFENDANTS.	)	
_____	)	

**COME NOW** Plaintiff Frank Perrelli, Jr., (hereinafter “Plaintiff”) complaining of the above-named Defendants, Vacation Inspirations (hereinafter “VI”); Destination Travel, LLC (hereinafter “DT”); Joseph Shirley (hereinafter “Shirley”); Randy Gardner (hereinafter “Gardner”); and Jeffrey Pumilia (hereinafter “Pumilia”)(collectively, VI, DT, Shirley, Gardner, and Pumilia shall hereinafter be referred to as the “Defendants”), alleging and saying as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiff is a resident and citizen of the State of Connecticut;
2. Defendant VI is, upon information and belief, an unincorporated business association operating in Charleston County, South Carolina;
3. Defendant DT is a South Carolina limited liability company operating in Charleston County, South Carolina;
4. Defendant Shirley is, upon information and belief, the President of VI and a resident and citizen of Charleston County, South Carolina;

5. Defendant Gardner is, upon information and belief, the CEO and “Customer Contact” of VI and a resident and citizen of Charleston County, South Carolina;

6. Defendant Pumilia, the Director of Member Services for VI, is a resident and citizen of Charleston County, South Carolina;

7. The facts and circumstances which are the subject matter of this lawsuit occurred in Charleston County, South Carolina;

8. This Honorable Court has personal and subject matter jurisdiction over the parties because the Defendants committed statutory violations and tortious acts in whole or in part in the State of South Carolina, County of Charleston.

9. Venue is proper in Charleston County pursuant to S.C. Code Ann. § 15-7-30(A)(10) & (B) because: 1) VI’s and DT’s sales activities occur in Charleston County; and 2) each of the individual defendants are residents of Charleston County;

**FACTS**

10. Plaintiff, with his girlfriend, visited the County and City of Charleston, South Carolina from October 7-11, 2022;

11. On or about October 8, 2022, the Plaintiff was approached by an individual offering discounts to local sightseeing events and approximately One Hundred Dollars (\$100.00) if Plaintiff sat through a presentation that would give him the ability to save twenty to fifty percent on hotel and airfare expenses, as well as, 1 to 4 weeks vacation at select condominiums offered by Defendants VI and DT;

12. Plaintiff, with his girlfriend, arrived at the location on the pamphlet that day and was directed to another room with separate tables for each couple (all appeared to be older and retired) were provided with name tags, and instructed to “turn off your phones;”

13. Plaintiff now understands the instruction regarding the use of cell phones served to prevent either of the Plaintiff or his girlfriend and other couples from vetting the sales persons' representations about the VI services and Membership;

14. A Google search would have notified Plaintiff or his girlfriend of a substantial number of negative reviews online;

15. After a short wait, the participants were introduced to a speaker, who gave a sales presentation for a VI travel membership and travel related services, as distributed by DT (the "Membership") and that VI had such great offers that it had the ability to choose who they would allow to be members;

16. A speaker made a presentation with photos of locations and vistas on the large screen monitor and explained that VI was a "wholesaler" of vacation packages and could provide their members with packages far below those offered by travel agencies;

17. The speaker explained that resorts and cruise lines could only make money if their rooms were filled, so wholesaling unfilled rooms benefitted the industry by contributing to overhead expenses and generating additional income from on-site service and add-on activity sales;

18. The speaker also explained that, as one of only two wholesalers world-wide, VI could obtain travel packages far below the retail price, which VI would then sell to their members;

19. The speaker further explained that VI could sell a hotel night for less than if it was booked directly through the hotel because wholesaler's buy in bulk, which brings a lot of buying power to the wholesaler from booking a block of rooms from the hotel;

20. The speaker likened VI's Membership to that of a Costco or Netflix membership, but that it was like booking sites such as Kayak or Expedia, just that it grants access to wholesale travel pricing, which are bottom line prices without any mark up;

21. The speaker stated that VI has been the recipient of awards from cruise lines based upon the amount of business it had generated through the sale cruise line packages to its membership and displayed images of such awards;

22. The speaker described how he had generated so much business that he had been gifted a trip to a Five (5) star hotel in Hawaii for approximately ten percent (~10%) of the advertised cost, including airfare;

23. The final graphic of the speaker's presentation described the Platinum Membership benefits, which the speaker explained was only available the day of the presentation at that location;]

24. At the conclusion of the 1.5 hour presentation, the speaker offered that if any of the couples signed up that day, the Defendants would waive the Three Hundred Ninety-Nine and 00/100 Dollars (\$399.00) document fee and the first year's dues of One Hundred Ninety-Nine and 00/100 Dollars (\$199.00);

25. Plaintiff was offered a 4 week condominium per year package for Nine Thousand Nine Hundred Ninety-Five and 00/100 Dollars; a 2 week condominium package per year for Seven Thousand Nine Hundred Ninety-Five and 00/100 Dollars; or a one week condominium package per year for Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars and would receive "huge" savings on the vacations booked through the travel membership;

26. Given all of the representations made in the presentation and the offered discounts, Plaintiff agreed to purchase a Membership for a one week condominium per year package;

27. The presenter produced a Purchase Agreement (the “Agreement”) and filled in its blanks with the date, Plaintiff’s information, the purchase price of Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00), and reflected that the Documentation Fee of Three Hundred Ninety-Nine and 00/100 Dollars (\$399.00) and first year dues of One Hundred Ninety-Nine and 00/100 Dollars (\$199) were waived for a grand total of Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00). Plaintiff remembers two other couples purchasing more expensive packages after the presentation.

28. The presenter had Plaintiff sign the Agreement and instructed Plaintiff how to complete the responses to the Vacation Inspirations Membership Acknowledgment (the “Acknowledgment”), which was “yes to everything, except no to #10 and N/A to #11, before having Plaintiff sign it;

29. The presenter, in response to the Plaintiff’s question about the term “right of rescission,” stated that it dealt with real estate and since the Plaintiff was not buying a timeshare it did not relate or pertain to the Membership;

30. Presenter also represented to the Plaintiff that VI’s primary source of revenue was from the annual dues and not the Member Purchase Price payments;

31. After running Plaintiff’s credit card presenter compiled the signed paperwork, including the Agreement and the Acknowledgment, and provided them to the Plaintiff;

32. The presenter then provided Plaintiff with a coupon and a check for One Hundred and 00/100 Dollars (\$100.00);

33. As Plaintiff was escorted to the door to leave, the speaker stated to Plaintiff and his girlfriend, “Welcome to the family;”

34. Plaintiff first attempted to utilize the travel membership on a trip to Sante Fe, New Mexico, when Plaintiff discovered the membership may have provided a savings of five to ten percent (5 – 10%) of the inflated online pricing, which was not the promised discount;

35. Plaintiff contacted the Defendants VI and DT and was connected with Defendant Pumilla;

36. Defendant Pumilia and another representative, Lucinda, refused to listen to Plaintiff's concerns and simply restated their claims that the travel membership provided the promised savings;

37. Plaintiff scheduled a second trip through Defendant VI to Chatham Cape Cod, Massachusetts;

38. Plaintiff worked with VI operator, Jennifer, and upon arrival to his hotel discovered that VI cost him an extra Forty-Six and 00/100 Dollars (\$46.00), because Jennifer quoted the wrong price to Plaintiff, so Plaintiff had to pay that difference;

39. Plaintiff attempted to schedule a third trip to Montreal for three nights and were quoted a price of One Thousand Three Hundred Thirty-Three and 00/100 Dollars (\$1,333.00);

40. However, during his planning, Plaintiff determined that a similar trip using an online application could be scheduled for One Thousand Four Hundred Five and 00/100 Dollars (\$1,405.00);

41. As a result, Plaintiff calculated that VI's pricing only afforded him a five percent (5%) discount compared to the online pricing available through other applications;

42. Following this discovery, Plaintiff spoke with two supervisors in Defendant Pumilia and the other named Kari, in an effort to claim that VI services had not lived up to the promises the Defendants' presenter had made to him in order to entice him to purchase the Membership;

43. Defendant Pumilia and Kari attempted to convince Plaintiff that their discounts were from inflated pricing which Plaintiff knew to be inaccurate based upon the research performed in preparation of scheduling his trip to Montreal;

44. Plaintiff explained that he knew Defendant Pumilia and Kari were lying to him and refused to accept their representations without verification, but neither Defendant Pumilia, nor Kari, would provide verification for their claims of savings of twenty to fifty percent (20 – 50%);

45. Plaintiff requested the cancellation of his Membership and the return of his initial Membership fee and his One Hundred Ninety-Nine and 00/100 Dollars (\$199.00) annual fee, but the Defendants refused;

46. After Plaintiff filed a complaint with the Better Business Bureau, Defendants returned Plaintiff's One Hundred Ninety-Nine and 00/100 Dollars (\$199.00) annual fee, but the Defendants continue to refuse to return the Membership fee of Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00)

47. Plaintiff has since learned of the reviews by other purchasers of Defendant VI's travel membership regarding the deceptive tactics employed by the Defendants and the poor quality of the services offered by VI for owners of a Membership;

48. Defendants target individuals who are visiting the City of Charleston and would be more receptive to their deceptive sales tactics;

49. During the presentation, Plaintiff were subjected to high pressure and deceptive sales tactics, including:

- a. A ban on cellphone usage which prevented Plaintiff from researching Defendants and reviewing online reviews prior to purchasing a Membership;
- b. Rushed contracting in order to create anxiety through the fear of missing out on Defendant VI's travel membership and travel related services, which was described as a "Once in a lifetime opportunity;"

- c. Rushed contracting in order to create anxiety through the representation that the discounted Memberships were only available on the day of the presentation and would not be available afterwards;
  - d. Presented deceptive claims regarding awards presented to Defendant VI by cruise lines with regard to the services provided to consumers through the Membership;
  - e. Utilized coercive sales tactics that prevented Plaintiff from making a free and informed choice;
  - f. Ingratiating themselves with attendees by telling an attendee who purchased a Membership “Welcome to the family;”
  - g. Creating an incentive for participants to purchase a Membership in order to escape the undue influence that Defendants’ sales tactics generated;
50. The Agreement was a form contract in which a representative of Defendants VI and DT filled in the blanks with information provided by the Plaintiffs;
51. The Agreement provided that:
- a. Plaintiff was entitled “to request up to a week of condominium accommodations per year provided by VI.”
  - b. “THE UNDERSIGNED MEMBER ACKNOWLEDGES **THIS IS A NON-CANCELABLE CONTRACT**. THIS IS NOT A TIMESHARE, HEALTH CLUB, BUYERS CLUB, NOR DOOR TO DOOR SALES CONTRACT AGREEMENT. PLEASE MAKE YOUR DECISION ACCORDINGLY.”
  - c. “Client acknowledges that this agreement is not subject to any “right of rescission” and may not be cancelled.”
  - d. “Any controversy, claim or dispute arising out of or relating to this Purchase Agreement, shall be resolved and decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “AAA”) (however, not under the auspices of AAA), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall be selected by VI. Upon final award, arbitrator compensation and cost of the location shall be paid by the non-prevailing party. The arbitration shall take place in Charleston, S.C. at the Charleston County Courthouse or other location determined by VI.”
52. Plaintiff attempted to utilize the services covered through the Agreement, but found the representations made by Defendants VI and DT, through their representatives, including the other Defendants, were false, misleading, deceptive and fraudulent;

53. Plaintiff contacted Defendants on several occasions, including Defendant Pumilia, to discuss his complaints regarding the false, misleading, deceptive and fraudulent representations, which he relied upon in purchasing the Membership, but Defendants have only refunded Plaintiff's One Hundred Ninety-Nine and 00/100 Dollars (\$199.00) and have refused to refund the Membership purchase price of Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00).

**FOR A FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
**(Declaratory Judgment)**

54. The Plaintiff reaffirms and reiterates all of the allegations in Paragraphs 1 through 53 as if fully repeated and incorporated herein verbatim;

55. South Carolina law requires arbitration agreements to be 'geared towards achieving an unbiased decision by a neutral decision maker;'

56. The Agreement's Terms and Conditions contains an arbitration clause buried in its final article inconspicuously titled "Dispute Resolution";

57. The arbitration clause contains no differentiated font in order to call attention to its terms nor did the sales presentation or any salesperson explain there was an arbitration agreement included;

58. The terms of the arbitration clause lack mutuality, by granting VI the rights to select the arbitrator and the location of the arbitration, should it not occur at the Charleston County Courthouse;

59. The arbitration clause also requires that the "arbitrator compensation and cost of the location shall be paid by the non-prevailing party;"

60. The arbitration clause requiring that arbitration be held “not under the auspices of [American Arbitration Association]” introduces further doubt about the arbitration process’s fairness and impartiality;

61. The practical implication of a majority of the arbitration provision is to grant VI unfair control over the process and expenses of the arbitration proceedings so as to inhibit a Member from seeking dispute resolution and to permit a biased result from an arbitrator who may not be neutral;

62. The one sided arbitration clauses contained in the “Dispute Resolution” provision have an *in terrorem* effect because Members may decline to exert their rights when the only path is an unfair and potentially costly unknown out-of-court process;

63. The arbitration clause as a whole undermines the neutrality of any potential arbitration proceeding and violates federal and state law;

64. Whether pursuant to S.C. Code Ann. § 15-48-10, the Federal Arbitration Act, or under its own terms, the arbitration clause is not enforceable and the Agreement is not subject to mandatory arbitration since it is fundamentally unfair for lack of mutuality and fails to promote a neutral and unbiased arbitral forum;

65. The Agreement, including the arbitration provisions contained within, is a form contract which was completed at the conclusion of Defendants’ presentation and was presented on a “take it or leave it” basis;

66. The Agreement’s terms were not negotiable such that Plaintiff lacked a meaningful choice of entering into the contract;

67. Application of the arbitration clause’s terms create a substantial lack of mutuality between the parties and allow Defendant VI to both discourage members from seeking dispute

resolution by manipulating the expenses to the detriment of the opposing party, while also securing a biased decision from a biased arbitrator;

68. The arbitration clause's terms are so oppressive that no reasonable person would make them and no fair and honest person would accept them;

69. Pursuant to S.C. Code Ann. § 15-53-10, et. seq., Plaintiff is entitled to a declaratory judgment that the arbitration clause in the Agreement is invalid and unenforceable due to its unconscionable terms and Plaintiff's inability to realize an unbiased decision by a neutral arbitrator;

70. Pursuant to Rule 57, SCRPC, the Plaintiff requests a speedy hearing of this action;

**FOR A SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
**(Unfair Trade Practices)**

71. Plaintiff incorporate the allegations of Paragraphs 1 through 53 as if restated verbatim herein;

72. Defendants VI and DT, through the actions of their agents, violated S.C. Code Ann. § 39-5-20 of the South Carolina Unfair Trade Practices Act (the "Act"), as a result of the utilization or employment of unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce;

73. Defendants Shirley, Gardner, and Pumilia, each violated the Act as a result of their commission, participation, training, directing or authorizing the utilization or employment of the unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce;

74. Defendants Shirley and Gardner were individually named defendants in a State of Georgia enforcement action (No. 2012CV211716) for similar unfair and deceptive conduct;

75. The Assurance of Voluntary Compliance in the State of Georgia action stated “Gardner and Shirley manage and direct the business activities” of a similar entity in which they assume materially the same directorial roles;

76. Defendants Shirley and Gardner were also named in connection with a State of Texas enforcement action (No. 2017CI11368) for similar unfair and deceptive conduct;

77. Defendant Pumilia is the Director of Member Services at VI and; as indicated by his title and his statements to the media; is training, directing or authorizing the unfair and deceptive sales practices;

78. The Membership materials also contained a letter “From [VI’s] Board of Directors” indicating their authorization, at a minimum, of the sales process and tactics used;

79. Plaintiff was misled by the Defendants’ representations and other practices utilized to entice them to purchase an inferior travel membership that no reasonable person would purchase without the representations and practices employed or authorized by the Defendants;

80. As evidenced, in the first instance, by the vast record of victims, Defendants’ unfair and deceptive acts have been repeated on numerous occasions in the past and are capable of continuing to be repeated in the future such that they affect the public interest;

81. Defendants’ actions, in large part relating to their high pressure and deceptive sales tactics, are a violation of the Act because these actions are immoral, unethical, oppressive, and offensive to public policy;

82. As a result of Defendants’ unfair and deceptive acts, Plaintiff has suffered monetary losses;

83. The deceptive representations and unfair practices employed on the Plaintiff were unconscionable and materially prevented the discovery of the true nature of the purported travel

membership, past victims, and its public perception, such that Plaintiff was unable to avoid the injuries that resulted from the Defendants' conduct;

84. The unfair methods of competition and unfair and deceptive acts or practices in the conduct of commerce by the Defendants and/or their directing or authorizing such acts and practices proximately caused the Plaintiff injury;

85. Plaintiff has been damaged in the amount of Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00) as a result of the Defendants violations of the Act;

86. Defendants have willfully or knowingly employed the unfair and deceptive acts or practices;

87. Defendants knew or should have known that their oppressive and high-pressure sales tactics violated the Act given the centrality of Defendants sales process to their business and the connectiveness to two prior state enforcement actions for similar conduct against the same or related individuals and entities;

88. Plaintiff is therefore entitled to actual and treble damages, as well as attorneys' fees and costs for this Cause of Action;

**FOR A THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
**(Injunctive Relief Pursuant to §39-5-38(D)(1))**

89. Plaintiff incorporates the allegations of Paragraphs 1 through 53 as if restated verbatim herein;

90. Through Defendants' actions targeting visitors to the City of Charleston by the unfair and deceptive practices previously outlined, there exist conditions of ongoing violations or attempted violations of the Chapter 5 of Title 39, the South Carolina Unfair Trade Practices Act;

91. Defendants have and will continue to employ these unfair and deceptive tactics if not stopped;

92. Other participants will be subjected to irreparable harm if Defendants are permitted to continue their predatory practices upon visitors to Charleston;

93. The City of Charleston and State of South Carolina will realize continued reputational diminishment as a result of Defendants' predatory practices upon visitors to Charleston;

94. Upon information and belief, the Plaintiff believes an injunction of Defendants' actions would best serve the public interest and would petition the Court for an injunction against the Defendants pursuant to S.C. Code Ann. § 39-5-38(D)(1);

**FOR A FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
**(Equitable Relief – Rescission)**

95. Plaintiff incorporates the allegations of Paragraphs 1 through 53 as if restated verbatim herein;

96. Plaintiff entered into the Agreement based upon a mistake of fact;

97. That the Defendants' representations with regard to the scarcity of discounted memberships, quality of reviews, industry awards, services that meet participant's expectations were false;

98. The misrepresentations were each material in that they were significant, essential to, and of such a nature that knowledge of their falsity would have reasonably affected the Plaintiff's decision to enter into the Agreement with VI and DT;

99. That Defendants fraudulently misrepresented to Plaintiff, the scarcity of discounted memberships, quality of reviews, their receipt of industry awards, and their ability to provide services that meet participants' expectations, all with knowledge of each representation's falsity or a reckless disregard for the truth or falsity of Defendants' statements;

100. Defendants made the misrepresentations to Plaintiff, with the intent that Plaintiff would act upon that information in deciding whether or not to purchase a Membership for Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00);

101. That Plaintiff was without knowledge that the representations outlined above were false;

102. That Plaintiff relied on the representations outlined above in proceeding with the purchase of the Membership;

103. Plaintiff's reliance on Defendants' representations was reasonable under the circumstances, and based on the fundamental principles of good faith and fair dealing to which both parties are subject;

104. Defendants made the representations without intention of being able to honor them when Plaintiff purchased a Membership;

105. Over the period since the Agreement was executed, the Plaintiff has discovered the falsity of Defendants' representations regarding the scarcity of discounted memberships, the quality of other members' reviews of Defendants' services, Defendants' receipt of industry awards for the quality of the services Defendants provide; and the quality of the services Defendants provide to members were false and have been directly and proximately injured in the following respects:

106. That Plaintiff was induced to purchase the Membership from VI and DT based upon Defendants' fraud, deceit, misrepresentations and concealment;

107. That Plaintiff was not negligent in entering into the Agreement;

108. Plaintiff is entitled to the equitable remedy of rescission of the Agreement and compensate him for their related court costs;

**FOR A FIFTH CAUSE OF ACTION**  
**(Fraudulent Misrepresentation)**

109. Plaintiff incorporates the allegations of Paragraphs 1 through 53 as if restated verbatim herein;

110. That the Defendants' representations with regard to the scarcity of discounted memberships, industry awards, services that meet participant's expectations were false;

111. The misrepresentations were each material in that they were significant, essential to, and of such a nature that knowledge of their falsity would have reasonably affected the Plaintiff's decision to enter into the Agreement with VI and DT;

112. That Defendants fraudulently misrepresented to Plaintiff, the scarcity of discounted memberships, their receipt of industry awards, and their ability to provide services that meet participants' expectations, all with knowledge of each representation's falsity or a reckless disregard for the truth or falsity of Defendants' statements;

113. Defendants made the misrepresentations to Plaintiff, with the intent that Plaintiff would act upon that information in deciding whether or not to purchase a Membership for Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00);

114. That Plaintiff was without knowledge that the representations outlined above were false;

115. That Plaintiff relied on the representations outlined above in proceeding with the purchase of the Membership;

116. Plaintiff's reliance on Defendants' representations was reasonable under the circumstances, and based on the fundamental principles of good faith and fair dealing to which both parties are subject;

117. Over the period since the Agreement was executed, the Plaintiff has discovered the falsity of Defendants' representations regarding the scarcity of discounted memberships, Defendants' receipt of industry awards for the quality of the services Defendants provide; and the quality of the services Defendants provide to members were false and have been directly and proximately injured in the following respects:

- a. Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00) in actual damages, and,
- b. The costs of bringing this action, including court costs, expenses and legal fees;

**FOR A SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
**(Negligent Misrepresentation)**

118. Plaintiff reaffirms and reiterates all of the allegations in Paragraph 1 through 53 as if fully repeated and incorporated herein verbatim;

119. That Defendants made false representations to the Plaintiff in stating that: 1) discounted memberships were scarce; 2) Defendants had received industry awards based upon the quality of the services provided, and 3) Defendants were able to provide services that meet participants' expectations;

120. The Defendants had a pecuniary interest in making the false representations to Plaintiff because these facts, either considered in isolation or as a whole, supported the asking price for the discounted Membership presented to Plaintiff and without such circumstances the Plaintiff would not have paid the asking price or purchased the Membership;

121. That Defendants owed a duty of care to the Plaintiff, to see that they communicated truthful information to the Plaintiff while attempting to maximize the sales price of a Membership;

122. That Defendants breached that duty of care to the Plaintiff when they communicated false information or otherwise recklessly disregarded the truth in their dealings with

the Plaintiff with regard to the scarcity of discounted membership, quality of purchaser reviews, receipt of industry awards, and their ability to provide services that meet participants' expectations;

123. That Plaintiff, having no other reliable information related to the scarcity of discounted memberships, Defendants' receipt of industry awards for their services, or Defendants' ability to provide the services to purchasers as outlined in their presentation to Plaintiff, justifiably relied on the false information communicated by the Defendants prior to executing the Agreement;

124. That as a result of the Defendants' negligent misrepresentations, the Plaintiff would not have purchased a Membership, which proximately and consequently caused the following damages:

- a. Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00) from the purchase of the Membership, and,
- b. The costs of bringing this action, including court costs, expenses and legal fees;

WHEREFORE, the Plaintiff requests that this Court enter its judgment:

- (1) declaring that the arbitration clause contained in the Agreement is invalid and unenforceable;
- (2) ruling that Defendants have willfully violated the South Carolina Unfair Trade Practices Act and Plaintiff is entitled to trebled damages, based upon their actual damages of Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00) from the purchase of the Membership, and their reasonable attorneys' fees;
- (3) ruling that Defendants are committing ongoing violations or attempted violations of Chapter 5 of Title 39, the South Carolina Unfair Trade Practices Act and issue an injunction against Defendants from acting in violation of the Act;
- (4) ruling that Defendants induced Plaintiff to enter into the Agreement by way of fraudulent representations which they did not intend to perform and that Plaintiff is entitled to rescind the Agreement;
- (5) ruling that Defendants fraudulently misrepresented their program and services to be provided under the Agreement and award Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00) actual damages from the purchase of the Membership, plus punitive damages and attorneys' fees to Plaintiff;

- (6) ruling that Defendants negligently misrepresented their program and services to be provided under the Agreement and award Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00) actual damages from the purchase of the Membership, plus punitive damages and attorneys' fees to Plaintiff;
- (7) such other and further relief as the Court may deem appropriate.

Respectfully submitted,

s/David W. Wolf

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748-D St. Andrews Boulevard  
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Telephone: (843) 853-9000  
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Attorney for Plaintiff

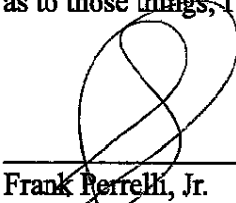
s/Abby Edwards Saunders

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Attorney for Plaintiff

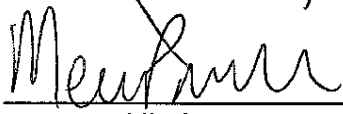
September 5, 2024  
Charleston, South Carolina

**VERIFICATION OF COMPLAINT**

I, Frank Perrelli, Jr., being first duly sworn, depose and say that I have read the foregoing Verified Complaint and know the contents thereof, and that the information is true and correct to the best of my knowledge, except as to those matters and things alleged upon information and belief, and as to those things, I believe them to be true.

  
\_\_\_\_\_  
Frank Perrelli, Jr.

Sworn to before me this 4 th day of September, 2024.

  
\_\_\_\_\_  
Notary Public for the State of Connecticut  
My Commission Expires:

 MELISSA PANTALEO  
Notary Public, State of Connecticut  
My Commission Expires Apr. 30, 2025

Vacation Inspirations Membership

PURCHASE AGREEMENT

MEMBER # [REDACTED]

Distributed by Destination Travel, LLC

This agreement, made and entered into this 8 day of OCT, 2022, by and between Vacation Inspirations (hereinafter referred as VI), and Destination Travel, LLC (hereinafter referred as DT), and

RECEIVED

Feb 03 2026

SC Court of Appeals

Name: Last Reulli First Frank Jr Spouse

E-Mail: [REDACTED]

Address: [REDACTED]

City: GUILDFORD State: CT Zip Code 06437

Phone: (C): ([REDACTED]) (C): ([REDACTED])

hereinafter referred to as Client.

By this agreement the Client shall be entitled to all rights and benefits of the Vacation Inspirations Travel Membership, and allowed to request up to [ONE] week(s) of condominium accommodations per year provided by VI. The location and week(s) shall be determined by using the reservation procedures as set forth in VI Membership materials.

The Term of usage of this agreement will be for 12 months.

Client can elect to engage in a new contract each 12 month period after the end of the initial contract term by using the VI Draft Authorization. Member will only be required to pay dues annually to renew the membership agreement.

This agreement does not convey any interest or ownership in real estate or resort property.

Membership Purchase Price is \$ 5995, Documentation Fee is ~~\$399~~, first year dues is \$199, for a total of \$ 5995

In the event that VI extends credit to the client for the purchase price, the terms of credit are set forth in the "Federal Truth in Lending Act Disclosure" printed below.

FEDERAL TRUTH-IN-LENDING ACT DISCLOSURE

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid if you have made all payments as scheduled:	The total cost of your purchase on credit, including your down payment of:
<u>N/A</u> %	\$ <u>—</u>	\$ <u>N/A</u>	\$ <u>—</u>	\$ <u>N/A</u>

Your payment schedule will consist of, and Client agrees to pay VI a total of N/A payments, in the amount of \$ N/A per month (P&I) with the first payment to be made on the 1<sup>st</sup> day of N/A, 2020 and succeeding payments to be made on the same day of each month thereafter. Client shall have the option of the direct draft option offered by VI.

LATE CHARGE: For each payment made ten (10) days after the due date there will be a late charge of FIVE PERCENT (5%) of the payment amount or \$15.00, whichever is greater.

Membership must be paid in full to be eligible for Rewards. PREPAYMENT: There is no prepayment penalty.

NOTICE TO BUYER: THE UNDERSIGNED MEMBER ACKNOWLEDGES THIS IS A NON-CANCELABLE CONTRACT. THIS IS NOT A TIMESHARE, HEALTH CLUB, BUYERS CLUB, NOR DOOR TO DOOR SALES CONTRACT AGREEMENT. PLEASE MAKE YOUR DECISION ACCORDINGLY.

X [Signature] Client/Purchaser  
[Signature] Client/Purchaser

[Signature] LANEY STEWART Sales Representative  
[Signature] Manager

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# MEMBERSHIP TERMS AND CONDITIONS

These Terms and Conditions are part of the Membership Agreement

## I. ANNUAL MEMBERSHIP FEE (AMF) and Term of the Contract:

Additional to the contract with Vacation Inspirations, the client will pay VI an Annual Membership Fee of \$199.00. Payment of the AMF will be due and payable each year according to the annual draft acknowledgment. Failure to pay AMF will result in loss of privileges.

## II. VS RESERVATION SYSTEM:

1. A vacation week is an 8 day/ 7 night condominium in venues normally considered a vacation venue, and may be booked using a Vacation Voucher.
2. A Vacation Voucher is used to request a Vacation Week and must be completely filled out in writing and mailed to VI no earlier than 360 days prior to and no less than 60 days prior to the vacation week. To greatly increase confirmation allow 90 days notice for a prime season week, or 180 days for a Holiday or Special Event week.
3. Reservation request, as to the location of the vacation, shall be an area designated as a vacation venue by VI. Destinations are listed as a reference to help determine Prime Season and Swing Seasons and may change from time to time as client demands change, and shall be defined as a venue normally utilized as a vacation area.
4. All reservations are handled on a first come first serve basis, and VI makes no warranties or guarantees as to the availability in any particular resort or destination. Accommodations are based on wholesale availability. Confirmation for accommodations will be mailed to client. No more than two weeks can be booked consecutively or concurrently at any one location without special permission.

## III. USE AND OCCUPANCY:

Purchaser agrees that the purchase of the vacation week(s) is for personal use, and shall be used by the purchaser, their immediate family or their guests providing the occupancy limits are not exceeded. Purchaser agrees to be responsible for damages by those utilizing the accommodations as the result of this agreement, and also to abide by all rules and regulations established by any resort. None of the monies collected by VI shall be used for any personal charges incurred by purchaser, including fees such as cleaning fees, gratuities, state, local or national taxes, energy surcharges, foreign departure fees, etc.

## IV. CANCELLATION OF ACCOMODATION:

In the event a confirmed reservation must be cancelled by purchaser, a credit on a future vacation will be issued only if VI can resell the accommodations, and if the cancellation is in writing 30 days prior to the vacation date.

## V. DELAY OR IMPOSSIBILITY OF PERFORMANCE:

Where the delay or impossibility of performance due to circumstances beyond the control of VI occur (other than the act or omission by purchaser), VI will have the sole and absolute discretion to offer the following: (1) Provide an alternative accommodation the same year space available, (2) Provide additional accommodations in subsequent year or years provided said accommodation does not occur after the termination of this agreement, (3) Refund any fees paid by purchaser for the accommodations. Should the purchaser not use the vacation week allotted by this agreement, due to no act by VI, VI is not obligated to refund or provide alternative week.

## VI. RIGHT OF ASSIGNMENT:

VI retains the absolute privilege to assign the rights and delegate any or all of the duties imposed upon VI by the terms of this agreement or to assign the entire agreement to others, provided that no such transfer shall affect any rights of the purchaser. (2) Purchaser shall have the privilege to assign their rights under this agreement with the prior written consent of VI, which shall not be unreasonably withheld. Purchaser shall not assign this agreement for a consideration that exceeds the consideration paid by the purchaser.

## VII. BINDING NATURE AND MODIFICATION:

The terms and conditions of this agreement and any other document executed in conjunction herewith are intended to bind the parties' hereto and represent the entire agreement. The parties further agree this agreement may not be amended or modified other than in writing and duly executed by both parties, and that this agreement will be in full force and effect from date of its execution. Client acknowledges that this agreement is not subject to any "right of rescission" and may not be cancelled.

## VIII. DISPUTE RESOLUTION

Any controversy, claim or dispute arising out of or relating to this Purchase Agreement, shall be resolved and decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") (however, not under the auspices of AAA), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall be selected by VI. Upon final award, arbitrator compensation and cost of the location shall be paid by the non-prevailing party. The arbitration shall take place in Charleston, S.C. at the Charleston County Courthouse or other location determined by VI.

ADDENDUM/EXCEPTION TO CONTRACT

THIS ADDENDUM/EXCEPTION IS PART OF THE MEMBERSHIP AGREEMENT

MEMBER NUMBER  
[REDACTED]

The member number in the box above shall be entitled to the following exceptions for the Vacation Inspirations membership:

Annual dues frozen @ \$199 for lifetime  
4 family + friends included; no dues  
5% Rewards on family + friends cruising  
10% Rewards on Members cruising

X 

Client

Date

10/8/22

LARRY STEWART  
Sales Representative

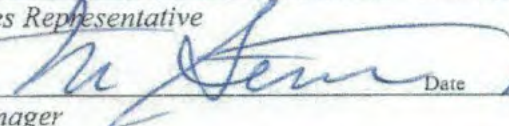
Date

10/8/22

Client

Date

Manager



Date

10/8/22

# Vacation Inspirations Membership Acknowledgment

This Acknowledgement is part of the Membership Agreement

I have purchased a Membership from Destination Travel, LLC who is a distributor of the Vacation Inspirations Membership. # [REDACTED] Please answer YES or NO to the following:

1. Do you understand this is a purchase of a travel membership and travel related services, and that this agreement does not convey any interest in real estate or timeshare? 1) Yes
2. Do you understand Vacation Inspirations may add new benefits at any time, and may replace current suppliers, or benefits as needed? 2) Yes
3. Do you understand the membership you are purchasing may be sold or transferred by the member with prior written consent of Vacation Inspirations? Such consent will not be unreasonably withheld. If a transfer is made, the new member must pay annual membership fees. 3) Yes
4. Do you understand the membership fee is \$199.00 per year? I/We understand this membership is a one year membership that may be renewed each year for the lifetime of the membership on the draft date. 4) Yes
5. Do you understand when requesting condo reservations you must allow a minimum 90 day notice for prime season and a 180 day notice for holiday/special event weeks? All reservations are made on a wholesale, space available, first come basis and Vacation Inspirations makes no guarantees as to space availability in any particular resort or area. 5) Yes
6. Do you understand this agreement will be in full force and in effect from the date of its execution and this agreement is not subject to any "right of rescission" under the laws of South Carolina? 6) Yes
7. Do you understand all bookings made by Vacation Inspirations are booked at the lowest available rate and there are no discounts and/or rewards on individual airfare? 7) Yes
8. Do you understand Vacation Inspirations website is a search engine only? As a member you must call, email or fax to receive your special member rates? 8) Yes
9. Do you understand your savings on Cruises, All-Inclusives, Land/Air Packages, Tours, and Hotel stays come from direct discounts and/or rewards? 9) Yes
10. Was your decision to make this purchase based on any type of high pressure sales tactics? 10) No
11. Do you feel a monthly payment of \$ NIA will cause any financial hardship for you as the purchaser for the duration of the financing? 11) NIA
12. Do you understand all representations, either oral or written, that are not contained in the original written contract documents will not be upheld by Vacation Inspirations? (see addendum, if applicable) 12) Yes
13. Do you understand only members are eligible for rewards, and do not apply to family, friends or guests of Vacation Inspirations members? All members have unlimited access to Hot Weeks (condo vacations booked 60 days or less), but do not receive rewards (see addendum, if applicable) 13) Yes

Signed in South Carolina this 8 day of Oct 2022

Purchaser

Purchaser

LARRY STEWART  
Sales Representative

[Signature]  
Manager



VACATION INSPIRATIONS

AUTHORIZATION TO DRAFT DUES

THIS AUTHORIZATION IS PART OF THE MEMBERSHIP AGREEMENT

Date of Purchase

10/8/2022

MEMBER NUMBER

[REDACTED]

METHOD OF PAYMENT

- VISA
- MASTERCARD
- AMERICAN EXPRESS
- DISCOVER

CARD NUMBER:

[REDACTED]

EXPIRATION DATE:

[REDACTED]

SECURITY CODE:

[REDACTED]

BILLING ADDRESS

NAME AS IT APPEARS ON CARD:

BILLING ADDRESS:

CITY:

STATE

ZIP CODE:

[REDACTED]

By signing below, I authorize Vacation Inspirations or its assigns, to collect payment of annual dues by means of a preauthorized debit in the amount of \$199 per year. The first payment will be drafted on or about the 1st of ~~November~~ 2023 and will continue annually on or about the same date

DECEMBER

[Handwritten Signature]

Name as it appears on Card (Printed) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**FROM OUR BOARD OF DIRECTORS**

**HELP US KEEP OUR PROMISE TO HELP YOU**

Thank you and congratulations on your purchase of a Vacation Inspirations Membership. We are very excited to be able to provide you and your family with all your future vacation and travel needs.



We are here to help you maximize the benefits of your Membership. We want you to be happy with the decision you made to become part of our vacation and travel family. That is our goal and promise to you.

Please be assured that we have the experience, resources, and the team to provide you with the benefits of Membership that you have purchased. If you ever have any concerns or questions about your Membership, call us at the number below and give us the opportunity to work with you to answer your questions and resolve any issues that you might have. We promise to do our very best to make you happy. We need your help in order to keep our promise to you.

In return, you agree to contact us at the telephone number listed below prior to asserting any dispute with your credit card company or consumer agency in order to give us the opportunity to keep our promise. We truly appreciate the opportunity to serve you.

Thank you.

Telephone Number to call: (843) 708-8416  
Or email to: [membersliaison@vacationinspirations.com](mailto:membersliaison@vacationinspirations.com)

  
\_\_\_\_ Member Number  
  
\_\_\_\_ Member  
\_\_\_\_ Member